MULTIMODAL TRANSPORT LEGAL FRAMEWORK – INTERNATIONAL APPROACH AND RELEVANT APPLICATION IN TRACECA COUNTRIES

Overview – 2022

CONTENT

INTRODUCTION

The role of transport for the development of regions, economy and improving the well-being of people is difficult to overestimate. It provides goods relocation from one place to another across the oceans and by the rivers, highways, airspace and by other means. Transportation of goods by two or more modes of transport is considered to be multimodal.

Raised interest to the field of multimodal transport is closely related to extensive changes, that have occurred in the global economy as a whole and in international trade in particular. Since the second half of the 20th century, the synchronization of the transport system has taken place in two ways - emergence of containerization and implementation of the multimodalism paradigm. The container has become a unified means for the carriage of goods on all modes of transport, which made it possible to combine almost any transportation using containers and to shift container from one mode of transport to another freely, without any difficulties. As a result of containerization, the structure of transport industry has changed essentially, its new stage of development associated mainly with the development of multimodal transport has begun.

At the stage of logistics integration, the maintenance of supply chains has been demanded the higher level of market consolidation and cooperation as well as increasing service flexibility, expanding of services range and improving its environmental friendliness.

Summarizing information from various sources, it could be mentioned that operation of the multimodal system is based on the following principles[1]:

1) unified commercial and legal regime;
2) comprehensive solution of the financial and economic aspects of the system operating;
3) usage of electronic data interchange (EDI) systems that provide monitoring of the cargo movement, sharing information and communication;
4) unity of all links of transport chain from organizational and technological sides, a single form of interaction and coordination between all the links of transport chain that ensure this unity;
5) cooperation of all participants in the transport system;
6) integrated development of transport infrastructure of different modes of transport.

In recent years, the topic of multimodal transportation has been the subject of much debate, as the current system has many advantages and disadvantages. If we consider the reasons why this type of transportation should be chosen, the following benefits should be indicated:

- delivery of cargo in the shortest time under the "door to door" principle;
- acceleration of customs and other bureaucratic procedures;
- reliable storage of transported cargoes;
- single person responsible for the delivery of goods;
- cargo tracking and control;
- effective use of technical capabilities of maritime and railway terminals;
- determination of the most optimal route;

[1] http://www.economy.nayka.com.ua/?op=1&z=5582

- greater competitiveness compared to alternative modes of transport regards the cost of delivery;
- greater competitiveness due to volume discounts, minimization of fines, terms and cost of storage;
- flexible response to any changes on the freight market, respecting the interests of customers;
- reduced emissions of harmful substances into the environment, as well as reducing energy consumption per ton of transported cargo through the usage of river and rail transport, as well.[2]

However, along with the advantages, multimodal transportation has some disadvantages, which can be summarized as the following:

- need to form several sets of supporting documentation – in accordance with the number of participants in the transport chain;
- more complex procedure for tracking cargo compared to transportation carried out by one mode of transport;
- risk of damage, damage or loss of goods increases due to several stages of loading and unloading operations when changing transport;
- necessity to work with a large number of intermediaries, each of which determines the speed and quality of delivery;
- difficulty in coordinating the activities of all modes of transport;
- problems of legal support for transport chains crossing the borders of different countries.[3]

Despite the obvious advantage of multimodal transportation, the fact that the accompanying documentation must meet the requirements of each individual mode of transport involved in transportation causes many difficulties on practice. Problems also arise when establishing the responsibility measure for losses or damage for each participant of transportation. Taking into account that the majority of multimodal transportation is carried out between different countries and even continents, where different border crossing procedures exist and, accordingly, different jurisdictional boundaries apply, therefore the main range of problems which multimodal transportation operators are forced to solve becomes clear.

Recently, many attempts have been made to solve these issues at the global intergovernmental level, namely, the development of a single document for multimodal transportation and the definition of a single liability regime - however, there is still no single universally recognized law at the international level.

One of the very first initiatives was the United Nations Convention on Multimodal Transport, 1980 that fell flat in meeting the expectations and therefore did not enter into force. Currently, wide range of negotiable and non-negotiable form of multimodal transport documents are being used in contemporary international trading practice, namely: ‘MULTIDOC 95’ and ‘COMBICONBILL’ developed by the Baltic and International Maritime Council (BIMCO), the FIATA Multimodal Transport Bill of Lading as well as UNCTAD/ICC-Rules for Multimodal Transport Documents 1992. The FIATA Multimodal Transport Bill of Lading and the BIMCO

[2] https://obuchalka.org/20180719102137/multimodalnie-i-intermodalnie-perevozki-miloslavskaya-s-v-plujnikov-k-i-2001.html
[3] http://xn--80aimveh.pp.ua/nauka/64-multimodalne-perevezennya-viznachennya-vidi-shema.html

MULTIDOC Bill of Lading have been developed according to, and incorporate, the UNCTAD/ICC Rules for Multimodal Transport Bills of Lading of 1992. BIMCO's COMBICONBILL, by comparison, applies general liability of the carrier for the goods while in his care, from receipt until delivery of the goods.

There also have been regional attempts to tackle the regulatory gap in the multimodal transport. Notable examples of this are the "Agreement on the development of Multimodal Transport TRACECA, 2009"[4], the "ASEAN Framework Agreement on Multimodal Transport, 2005 (signed but not implemented in a full manner)"[5], "Agreement among Governments of member-states of GUAM – on international multimodal transportation of goods, 2007"[6], "Agreement on International Combined Freight Transport among the Member States of the Cooperation Council of Turkic Speaking States"[7] (ongoing), Protocol on Combined Transport on Inland Waterways to the European Agreement on Important International Combined Transport Lines and Related Installations (AGTC)[8] of 1991 and others.

The future of multimodal is promising since it produces substantial revenue and is less sensitive to cyclical instabilities than unimodal transport. The researchers claim that multimodal carriage is central to enhancing the efficiency and competitiveness of the freight transport industry as a whole, and it is environmentally benign alternative.

Taking into account numerous advantages of multimodal transport, as well as pursuing goals of simplifying document flow and unifying liability regime under the cargo transportation by more than two modes of transport, a large-scale study on the subject was organized and funded by the European Commission. In 2009, the final report prepared by a group of independent experts was submitted to the Directorate-General for Energy and Transport in the European Commission.[9] It examined in detail the transport documents approved by the relevant unimodal conventions and used for the carriage of goods by air, rail, road, sea and inland waterways, as well as multimodal transport documents, mainly used by forwarding companies and reputable sea freight companies. In addition, all applicable liability regimes for multimodal transportation were described in detail and analyzed through a survey of stakeholders.

In this review, in particular, in the section "Legal issues in multimodal transportation", most of the definitions, explanations on the legal nuances of multimodal transportation and accompanying documentation were taken from the above report. If other sources have been used, the corresponding referral links were given in the text.

Here it would also be appropriate to note that the European Commission, after receiving the final report of independent experts and feedback from the governmental authorities of the EU member states, non-governmental organizations (e.g. transport, freight forwarders associations and unions, etc.), as well as representatives of business circles to the questionnaire on the topic, decided to follow scenario "without action", concentrating in

[4] http://www.traceca-org.org/fileadmin/fm-dam/pdfs/Agreement.pdf
[5] https://asean.org/wp-content/uploads/images/archive/17877.pdf
[6] https://guam-organization.org/en/agreement-among-governments-of-member-states-of-guam-on-international-multimodal-transportation-of-goods/
[7] https://mincom.gov.az/en/view/news/1325/azerbaijan-represented-at-5th-meeting-of-transport-ministers-of-cooperation-council-of-turkic-speaking-states
[8] https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XI-E-2-a&chapter=11&clang=_en
[9] https://transport.ec.europa.eu/system/files/2016-09/2009_05_19_multimodal_transport_report.pdf

subsequent years on ensuring the maximum interoperability of logistics solutions. As for the legislative regulation of the carriage of goods by two or more modes of transport, amendments to the existing conventions and EU Directives have made a certain contribution to simplifying the workflow and delineating the scope of liability for all participants of intermodal transportation.

The last and very important chapter of this overview is devoted to a detailed listing of the relevant legislation in the member states of TRACECA programme to the extent which allowed the availability of relevant information in open sources in Russian or English languages, as well as the responses of the TRACECA countries to the request from the Permanent Secretariat.

This overview has been prepared by the Permanent Secretariat of the IGC TRACECA for all members of the program in order to provide a basic understanding of the legal systems applicable to multimodal transport in general and to multimodal transport operators in particular, briefly highlight the obligations and rules governing the activities of multimodal transport operators, and briefly analyze existing legislative framework of the TRACECA countries used in the international transport of goods by two or more modes of transport.

WHAT IS MULTIMODAL TRANSPORT?

Diverse interpretation of multimodal transportation concept leads to liability issues; therefore, it is worthwhile to understand the nature of the multimodal transport that requires special treatment. In broad terms, multimodal transport can be defined as international transportation of goods by more than one mode of transport during a single, seamless journey in which one carrier assumes legal and physical responsibility for the goods. This way of description of multimodal transport highlights the fact that the carriage is founded on a single contract concluded by a carrier or 'multimodal transport operator', where this party takes over a carrier's liabilities.

Technical difficulties in transferring goods from one mode to another which incurred additional costs and delays has led to improvement of modalism. Multimodality offers the opportunity to combine modes and find less costly alternative than a unimodal solution. Shippers and consignees are often interested in dealing with one party (Multimodal Transport Operator, MTO), who arranges for the transportation of goods from door to door and assumes contractual responsibility throughout, irrespective of whether this is also the party who actually carries out the different stages of the transport. For many transport users, delay in delivery has come to be of increasing importance in connection with efficient supply chain management.

To the logistics specialists, multimodal transport is a carriage in which different modes are used to transport goods to their destination. From lawyer's perspective it is a type of carriage in which one carrier assumes responsibility for the carriage of goods to a particular destination irrespective of whether the person is physically engaged in carriage or not and regardless of the modes of transport used. Consignor will receive one transport document for the entire transport but multimodal transport operator may receive more than one document from sub-carrier or his subcontractors.

Despite its common usage, multimodal transport is used in different disciplines to mean slightly different things. There are multiple definitions of multimodal transport (see Table 1).

Table 1. Definitions of multimodal transport in international documents and academic articles. The list includes multilateral agreements in which the TRACECA Member States are parties.

The name of the instrument	Definition
United Nations Convention on International Multimodal Transport of Goods, 1980	Multimodal transport is the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multi modal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multi modal transport".
UNECE Terminology on Combined Transport	Multimodal transport is a carriage of goods by two or more modes of transport.
UNECE Trade Facilitation Terms, An English and Russian Glossary	Multimodal transport is carriage of goods by at least two different modes of transport. Kind of movement of cargo using various modes of transport, as well as handling services within a single system (more general notion in comparison with intermodal traffic). In this transportation, a single freight forwarder organizes, assumes responsibility and performs the delivery and transportation of goods from the place of origin to the place of destination by various modes of transport and issues a transport document for the carriage of goods.
UNCTAD/ICC Rules for Multimodal Transport	Does not include the definition of multimodal transport, but rather focus on the "multimodal transport contract".
UNESCAP Secretariat	The term "multimodal transport" indicates any transport operation by two or more modes of transport.
Agreement on the development of Multimodal Transport TRACECA	Multimodal Transport means a goods transportation performed by at least two different modes of transport
European Conference of Ministers of Transport	Multimodal Transport is a carriage of goods by at least two different modes of transport.

Glossary for transport statistics (5th edition, co-published by Eurostat, UN and ITF)	Multimodal freight transport is transport of goods by at least two different modes of transport. International multimodal transport is often based on a contract regulating the full multimodal transport.
Union for Road-Rail Combined Transport	Multimodal transport is using more than one mode of transport for a single assignment.
"Lapis Lazuli Agreement"[10] (Afganistan, Azerbaijan, Georgia, Türkiye and Turkmenistan are parties)	Multimodal transport is a combination of two or more modes of transport.
"Agreement among Governments of member-states of GUAM – on international multimodal transportation of goods"	Multimodal transportation is a transportation of goods performed with two or more types of transport.
"Agreement on the Conduct of a Coordinated Policy for the Establishment and Development of Transport Corridors of the Eurasian Economic Commission"	Multimodal transport is the carriage of goods by two or more modes of transport.
ECO Transit Transport Framework Agreement	Stipulate that multimodal transport operations shall be based on the internationally recognized documentation and procedures.

[10] https://www.silkroadbriefing.com/news/2017/12/05/china-funded-lapis-lazuli-transport-corridor-unites-caucasus-central-asia/

ASEAN Framework Agreement on Multimodal Transport (2005)	"International multimodal transport" means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multimodal transport.
David Glass, 2012	Multimodal transport means the linking of two or more transport modes under a contractual arrangement which either envisages or permits such a link.
Dr. Jean-Paul Rodrigue and Dr. Brian Slack, 2020	Multimodal transportation. The movements of freight from an origin to a destination relying on several modes of transportation using one contract (freight). Technically the same as intermodal transportation, but represents an evolution requiring a higher level of integration between the actors involved such as carriers and terminal operators. Multi-modal transportation network. A logistically linked system using two or more transport modes with a single rate. Modes have common handling characteristics, permitting freight to be transferred between modes during a movement between an origin and a destination. It also implies that the cargo does not need to be handled, just the load unit, such as a pallet or a container.
Commercial Shipping Handbook (Peter R Brodie, FICS, FICDDS), 3rd edition. 2014	Multimodal transport involves transport by more than one mode normally, but not necessarily, including an ocean leg.
Unifeeder	Multimodal transportation is a process of moving cargo in a single container from door to door by combining land transport (road or rail) and maritime or river transport (vessel or barge) in one transportation chain.
Containerships (part of CMA CGM Group)	Multimodal transportation is defined as the movement of cargo from origin to destination using several modes of transportation. However, each mode is operated by single carrier or multiple carriers, but under a single contract or Bill of Lading.

Multimodal transport is recognized as a way of smoothing systematic expansion of world trade and guaranteeing logical development of international multimodal transport in the interest of all countries. According to Panayides (2002)[11] the multimodal transport system is a response to customer's demand to get one-window, unified, effective and all-inclusive door-to-door service at predetermined price.

It is common to see references to combined, multimodal, intermodal and through transport. These are sometimes said to be interchangeable terms referring to the carriage of goods involving more than one mode of transport. The confusion in terminology derives in part from the need to cover different ideas as well as variations in commercial or geographical usage.

Since there are key terms in industry to depict the carriage in which a number of modes of transport are engaged, the broad use of the term "multimodal transport" is sometimes equated with intermodal or combined transport. In the literature, the term intermodal transport tends to be used to refer to the organization of a sequence of modes between an origin and destination, including the transfer between the modes where each segment is subject to a separate contract that must be negotiated. By extension, intermodality is described as a system of transport whereby two or more modes of transport are used to transport the same loading unit or truck in an integrated manner, without loading or unloading, in a door-to-door transport chain[12].

Both intermodal and multimodal transportation encompass carriage of cargo from origin to destination using more than one method of transport. This can be truck, rail, barge, ship, or any combination of those. Both can also represent that a number of carriers handle each leg of the journey. The main difference is in contract and carrier responsibility for transportation. In multimodal transportation one contract includes the entire journey and one carrier takes the sole responsibility and ensures door-to-door delivery is completed, even if other carriers are used in the transportation. However, in intermodal transportation individual contract is concluded for each leg of journey which means that more than one entity is in charge of the efficient delivery of the goods. Additionally, the difference is that multimodal transport will require having cargoes handling during the transportation.

As per the *Glossary for transport statistics* which is co-published by Eurostat, UN and ITF the intermodal transport is a particular type of multimodal transport and intermodal freight transport is defined as *"multimodal transport of goods in one and the same intermodal transport unit by consecutive modes of transport without handling of the goods themselves when changing modes. Then intermodal transport unit can be a container, swap body or a loaded vehicle travelling on another vehicle. The return movement of the empty container/swap bodies and empty goods road vehicles/trailers are not themselves part of intermodal transport since no goods are being moved. Nevertheless, such movements are associated with intermodal transport"*[13].

Combined transport is often used synonymously with intermodal transport and multimodal transport. The term combined is introduced by UNECE (Glossary, 2011) as intermodal transport where the journey is carried out by a combination of rail, inland waterways, sea or road; the

[11] https://www.researchgate.net/publication/278584574_Economic_organization_of_intermodal_transport

[12] https://stats.oecd.org/glossary/detail.asp?ID=4303

[13] https://ec.europa.eu/eurostat/documents/3859598/10013293/KS-GQ-19-004-EN-N.pdf/b89e58d3-72ca-49e0-a353-b4ea0dc8988f, p.123

shortest leg being typically by road. UNECE Terminology on Combined Transport also gives the meaning of "combined transport" defining the term as *"intermodal transport where the major part of the European journey is by rail, inland waterways or sea and any initial and/or final legs carried out by road are as short as possible"*[14].

The provider of this type of service is deemed to be the carrier for the entire voyage. Responsibility for the goods rests with the carrier from the time they are received into his care until the time they are delivered at destination.

A further definition of combined transport is given in European Council Directive 92/106/EEC which describes it as *"the transport of goods between Member States where lorry, trailer, semi-trailer, with or without unit, swap body or container of 20 feet or more uses the road on the initial or final leg of the journey"* with the 'non-road' transport section having to exceed 100 km[15].

In other words, pursuant to European directive, the combined transport operations shall meet the following requirements:

- The rail, inland waterways or sea sections of the end-to-end journey must exceed 100 km as the crow flies;
- In rail/road segment, the initial road leg of the journey must be performed between the point where the goods are loaded and the nearest suitable rail loading station, and the final road leg between the nearest suitable rail unloading station and the point where the goods are unloaded;
- In inland waterway/road and sea/road segments, the initial and final road leg of the journey must be performed within a radius not exceeding 150km as the crow flies from the inland port or sea port of loading or unloading.

Furthermore, the initial or final road transport leg of the journey must be between the point where the goods are loaded/unloaded and the nearest suitable rail loading station for the initial/final leg, or within a radius not exceeding 150 km from the inland waterway port or seaport of loading or unloading.

According to the surveys conducted among the transport and logistics sector stakeholders, the extension of the scope of the above-mentioned directive was advocated to include national transport and operations with non-EU countries. Additionally, there were opposing views on limitations regarding 150 km distance on road leg. However, the results of the impact assessment of the said Directive summarizes that the 100 km distance for the non-road leg shall be withdrawn for all the combined transport sectors, nearest suitable term shall be specified by technical, economic and logistics criteria, the road leg in inland waterway/road operations shall be maintained to the limit of 150 km, and lastly, search for appropriate criteria for short sea/road operations.

Essential actions towards intermodality include harmonization and standardization of procedures, documents as well as liability regime, development of common charging and pricing principles, identification of opportunities and elimination of bottlenecks for adding value to the logistics.

[14] https://unece.org/DAM/trans/wp24/documents/term.pdf

[15] https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:31992L0106&from=EN

The differences between the above-mentioned concepts can be summarized in the Table 2 below.

Table 2. Common summarized differences between multimodal, intermodal, combined transport and through transportation.

Multimodal transport (Legal term)	Single transport document (multimodal contract) covering the whole carriage by at least two modes of transport.
Intermodal transport (Functional term)	Goods remain in one and the same transport unit (loading unit or a vehicle) during the entire carriage by consecutive modes of transport without handling of the goods when changing modes and each carrier issues its own contract.
Combined transport (Political term)	Combined transport is where a major part of journey is carried out by rail, inland waterways or sea and the initial and/or final leg is carried out by road transport which is as short as possible.
Through transport[16]	A person undertakes responsibility for the care of the goods only when he has control of them. That person acts as agent for the cargo interests in entering into contracts with the carriers and others involved in the transportation.

[16] Eder, Scrutton on Charterparties and Bills of Lading, 2011 describes it as "a contract for the carriage of goods from one place to another in separate stages, of which at least one stage is a conventional sea transit." This would happen in a situation where there are two or more separate, fragmented sea voyages and the carrier contracts to carry on a port-to-port basis and issues a transport document which covers the entire carriage. Here, the carrier exercises a right of transshipment and also exercises a right to subcontract out any part of the contractual undertaking. The main distinction here is that through transport is carried out on a port-to-port basis and involves two or more sea legs whereas multimodal transport is conducted on a door-to-door basis and involves two or more different modes of transport.

The legal aspect of any transportation is to regulate the rights and obligations of all participants in this process, from the very fact of the transfer of goods for delivery, ending with the limits of responsibility of each party involved. First, one of the important constituent elements, which is the transport document, will be considered.

Transport documents are documents issued by the carrier of the goods on maritime, inland waterways, air, rail, road or combined freight transport journeys, which can be issued in various forms, and each serve some, but not necessarily all of the following functions:

1) Receipt for the goods, evidencing loading, dispatch, or taking in charge and indicating the state of the goods received;
2) Contract of carriage between the shipper and the carrier;
3) Invoice from the carrier for the charges;
4) Negotiable document exchangeable for money, allowing goods to be sold in transit;
and
5) Document of title representing ownership of the goods, which will only be released by the shipper against presentation of a signed original document.

There is a list of the international conventions applicable to unimodal transportation:

1. **Transportation by sea:**
   - International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924 (Hague Rules);
   - Protocol to Amend the International Convention for the Unification of Certain Rules Relating to Bills of Lading 1924, (Hague/Visby Rules) 1968;
   - Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924, as Amended by the Protocol of 1968, 1979;
   - United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules);
   - The UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, adopted in December 2008 (Rotterdam Rules);
   - Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway, 2005.
2. **Transportation by road:**
   - Convention on the Contract for the International Carriage of Goods by Road (CMR) 1956;
   - Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note, 2008.
3. **Transportation by rail:**
   - Uniform Rules Concerning the Contract for International Carriage of Goods by Rail (CIM), Appendix B to the Convention Concerning International Carriage by Rail (COTIF), 1980;
   - Protocol to amend CIM-COTIF, 1999;
   - OSJD Agreement on International Railway Freight Communications (SMGS)OSJD, Budapest 1951;

- Convention on International Customs Transit Procedures for the Carriage of Goods by Rail under Cover of SMGS Consignment Notes (SMGS Convention), Geneva 2006;
- OSJD Agreement on Organizational and Operational Aspects of Europa-Asia Combined Transport, Tashkent 1997.

4. **Transportation by air:**

- Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw Convention), 1929;
- The Hague Protocol, 1955;
- Montreal Protocol No. 4, 1975;
- The Montreal Convention, 1999.

Transport documents can be divided into two main categories: the negotiable and the non-negotiable documents. Non-negotiable transport documents do not allow the transfer of title, whereas negotiable transport documents affect the ownership of the goods. When a negotiable transport document is used, the consignee can obtain property of the merchandise by surrendering the original transport document to the carrier. When this sale of goods is made upon a letter of credit ("L/C") or documentary collection basis and consequently involves banks, the consignee needs to pay the bank or sign a promissory note in order to receive the original transport document from the bank.

An example of a negotiable transport document is a maritime bill of lading ("B/L") issued "to order of shipper": the consignee will own the goods after he surrenders the original bill of lading to the carrier (all other copies marked "original" then become void). Quoting Professor Zekos: "the bill of lading has three characteristics: it is a receipt, a contract of carriage and a document of title"[17] . If the sale was made upon a bank's L/C, the bank will surrender the original B/L to the consignee but may refuse payment to the shipper if there are discrepancies between the B/L and the L/C. Indeed, the issuing bank substitutes its creditworthiness for that of the buyer, guaranteeing the seller payment for the goods provided that the terms of the L/C are met. When using non-negotiable transport documents, the consignee does not need to surrender the original transport document to the carrier in order to obtain the merchandise (due identification suffices). However, in this case, the consignee does not obtain the ownership of the goods. An example of a non-negotiable transport document is a Sea Waybill, which simply evidences receipt of the goods, contract of carriage and invoice for the carriage charges. This type of documents is used when issues as ownership and financing are no-brainers. Thus, the legal common law figure of "estoppel" implies that delivery is conclusive evidence of receipt (no possibility of disapproving delivered goods) can only be applied to negotiable documents.

The nature (negotiable/non-negotiable, to order/to a named consignee) and type (bill of lading, consignment note, air waybill, etc.) of transport document used in relation to freight transport depends on the chosen transport mode, mandatory national law requirements, mandatory international conventions and agreements between the consignor and consignee in this respect. It should be noted that the conventions provide for different transport documents with a different legal value.

[17] https://hydra.hull.ac.uk/assets/hull:8290a/content

Some international unimodal transport conventions only apply to the contract of carriage if a specific transport document is used. For example, the Hague/Visby Rules require the use of a B/L (or any similar document of title relating to the carriage of goods by sea) which conclusively evidences the receipt of the cargo by the maritime carrier. The transport documents play an important role as evidence: e.g. some are "prima facie" evidence of the receipt of the goods by the carrier, whereas others are also "prime facie" proof of the contract of carriage.

Importantly, to the extent that the international unimodal conventions are applicable to exceptional multimodal scenarios, the transport documents issued under these conventions may be used as a "multimodal transport document".

Below there is a brief overview of the unimodal transport documents provided for by the international unimodal conventions, with a reference to as the situations in which they are used as "multimodal transport documents".

(a) Unimodal transport documents provided for by the international unimodal conventions

The **Hague/Visby Rules**[18] (Brussels (CMI) International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 25 August 1924, as amended by the Visby Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading in 1968 and the SDR Protocol in 1979) mandatorily require a B/L or a similar document of title relating to the carriage of goods by sea in order to apply to the contract of carriage. The maritime B/L provides for prima facie evidence of the receipt by the carrier of the goods as therein described. Proof to the contrary is not admissible when the B/L has been transferred to a third party acting in good faith. The transport documents under the Hague/Visby Rules do not have any multimodal functions.

The **Hamburg Rules**[19] (Hamburg (UN) Convention on the carriage of goods by sea of 31 March 1978) broadened the scope of the Hague/Visby Rules given that they allow both B/Ls and other documents evidencing the contract of carriage by sea. The transport document used under the Hamburg Rules needs to evidence a contract of carriage by sea and the taking over or loading of the goods by the carrier. If the B/L contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods, of which the carrier or other person issuing the B/L on his behalf knows or has reasonable grounds to suspect that they do not accurately represent the goods actually taken over or, where a "shipped" B/L is issued, loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the B/L a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking. If the carrier or other person issuing the B/L on his behalf fails to note on the B/L the apparent condition of the goods, he is deemed to have noted on the B/L that the goods were in apparent good condition. Except for particulars in respect of which and to the extent to which a reservation has been entered, (a) the B/L is prima facie evidence of the taking over or, where a "shipped" B/L is issued, loading by the carrier of the goods as described in the B/L; and (b) proof to the contrary by the carrier is not admissible if the bill of lading has been transferred to a third party, including a consignee, who in good faith has

[18] https://www.euro-marine.eu/sites/default/files/related_documents/The%20Hague%20Visby%20Rules.pdf
[19] https://uncitral.un.org/en/texts/transportgoods/conventions/hamburg_rules

acted in reliance on the description of the goods therein. A B/L which does not set forth the freight or otherwise indicate that freight is payable by the consignee or does not set forth demurrage incurred at the port of loading payable by the consignee, is prima facie evidence that no freight or such demurrage is payable by him. However, proof to the contrary by the carrier is not admissible when the B/L has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the absence in the bill of lading of any such indication. The transport documents issued under the Hamburg Rules do not have any multimodal functions.

The **Montreal Convention**[20] (Montreal (IATA) Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999) stipulates that an air waybill shall be delivered for the carriage of air cargo, made by the consignor in 3 original parts. This air waybill is prima facie evidence of the conclusion of the contract, the acceptance of the cargo and the contractual conditions of carriage. Air waybills are, under some specific circumstances, multimodal transport documents, namely when the carrier substitutes air by another transport mode without the consent of the consignor, in which case the carriage is presumed to be air transport and the air waybill will apply from door to door (airlift and road substitution as feeder service).

The **CMR Convention**[21] (Geneva (UN) Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956) provides that the contract of carriage shall be confirmed by the making out of a consignment note, made by the sender in 3 original copies (signed by the sender and the carrier). The consignment note provides for prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier. If the consignment note does not contain any reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note. The consignment notes issued under the CMR Convention are, under some specific circumstances, multimodal transport documents. Indeed, the CMR consignment notes are, in effect, multimodal transport documents when the CMR Convention applies a uniform regime to intermodal transport which is carried in a Ro-Ro fashion by some other means of transport ("piggyback journey"). When part of the journey is, for example, made on board a Ro-Ro vessel, the CMR consignment note bears the remark "transport to ship" and indicates the intended port of loading, vessel and port of discharge. In addition, the second original of the consignment note must bear the "on board" endorsement of the Ro-Ro vessel operator with the date of rolling on the ship, the port of loading, the port of discharge with the stamps of port authorities, to comply with art.35 of the CMR Convention.[22]

The **CMNI Convention**[23] (Budapest (UNECE) Convention on the Contract of Carriage of Goods by Inland Waterways of 3 October 2000) stipulates that the carrier shall issue a transport

[20] https://www.icao.int/Meetings/AirCargoDevelopmentForum-Togo/Documents/9740.pdf

[21] https://treaties.un.org/doc/Treaties/1961/07/19610702%2001-56%20AM/Ch_XI_B_11.pdf

[22] Art.35 of the CMR Convention provides that a consecutive carrier (e.g. Ro-Ro vessel operator or a railway company) shall only be held responsible for loss or damage occurred during the time when goods were under his responsibility if he has accepted the goods and the CMR consignment note. Since the forwarders acting as combined road/sea or road/rail transport operators are considered to be carriers under the CMR Convention, the name and address or stamp of all consecutive carriers should appear in the second copy of the consignment note.

[23] https://unece.org/fileadmin/DAM/trans/main/sc3/cmniconf/cmnidoc/finalconf02e.pdf

document for each carriage. Furthermore, it states that this shall be a B/L 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. The originals of a B/L shall be documents of title issued in the name of the consignee, to order or to bearer. The transport document provides for prima facie evidence, unless proof to the contrary, of the conclusion and contents of the contract of carriage and of the taking over of the goods by the carrier. In particular, it shall provide a basis for the presumption that the goods have been taken over for carriage as they are described in the transport document. When the transport document is a B/L, it is deemed prima facie evidence in the relations between the carrier and the consignee.

The transport documents issued under the CMNI are, under some specific circumstances, multimodal transport documents. This is the case when the CMNI Convention applies a uniform regime to combined inland waterways/sea carriages when (i) the cargo remains in the same vessel during the entire journey (i.e. no transhipment), (ii) the inland waterway leg is longer than the maritime leg and (iii) no maritime B/L has been issued in accordance with applicable maritime law. "CMNI convention (the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI)) applies on contracts concerning the carriage of goods solely by inland waterway but it is also applicable if the purpose of the contract is the carriage of goods, without transhipment, both on inland waterways and in waters where maritime regulations apply, unless a marine bill of lading has been issued in accordance with the maritime law applicable, or the distance to be travelled in waters to which the maritime regulations apply is the greater. It appears that an inland waterway transport document issued subject to CMNI Convention (either in the form of a consignment note or a bill of lading) can be deemed to be a combined river/sea transport document, when it indicates a carriage over river and sea without transhipment."[24]

The **COTIF** (Berne (OTIF) Convention concerning international carriage by rail, 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999)[25], and in particular its **CIM Rules** in Appendix B to it (Uniform Rules concerning the Contract for International Carriage of Goods by Rail) stipulate that the contract of carriage must be confirmed by a consignment note which complies with a uniform model. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules. The consignment note shall be signed by the consignor and the carrier. The consignment note provides prima facie evidence of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier. If the carrier has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and their packaging indicated on the consignment note or, in the absence of such indications, of their apparently good condition at the moment they were taken over by the carrier and of the accuracy of the statements in the consignment note concerning the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed. If the consignor has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and of their packaging indicated in the consignment note or, in the absence of such indication, of their apparently good condition and of the accuracy of the

[24] CIOAREC Vlad, "CIM Consignment Note for Combined Transport: Rail Waybill or Combined Transport Document?" in Forwarder Law, 9 July 2007, http://www.forwarderlaw.com/library/view.php?article_id=461

[25] http://www.otif.org/fileadmin/user_upload/otif_verlinkte_files/04_recht/03_CR/03_CR_24_NOT/COTIF_1999_01_12_2010_e.pdf

statements in the consignment note solely in the case where the carrier has examined them and recorded on the consignment note a result of his examination which tallies. However, the consignment note does not provide prima facie evidence in a case where it bears a reasoned reservation. A reason for a reservation could be that the carrier does not have the appropriate means to examine whether the consignment corresponds to the entries in the consignment note.

The transport documents issued under the **COTIF/CIM Rules** are, under some specific circumstances, multimodal transport documents. This is the case when the COTIF/CIM rail rules apply uniformly to (i) the rail leg and the domestic road or inland waterways leg of multimodal journeys governed by a single contract; and to (ii) the rail leg and the domestic or international sea or inland waterways leg of multimodal journeys, when these supplementary legs are listed in the 1999 CIM List of Maritime and Inland Waterway Services. In these cases, the unimodal CIM consignment note is not used, but a multimodal transport document especially tailored for these purposes.

Whereas unimodal transport documents relate to unimodal transport journeys, multimodal transport documents relate to door-to-door transport. As mentioned under above, some unimodal transport documents are used as multimodal transport documents in certain specific cases in which the international unimodal conventions apply to multimodal transport journeys. However, there are also specific multimodal transport documents, which have been designed to principally apply to multimodal transport journeys (even though some of them also apply to unimodal journeys, e.g. Multidoc MTBL).

Below there is an overview of the main multimodal transport documents.[26]

(b) Multimodal transport documents

- Multimodal Transport Bill of Lading or "MTBL" and Combined Transport Bill of Lading or "CTBL" of the Baltic and International Maritime Council (BIMCO)

Under BIMCO´s Multidoc (1995), a **Multimodal Transport Bill of Lading (MTBL)** is issued. The MTBL is a document evidencing a multimodal transport contract, i.e. a single contract for the carriage of goods by at least two different modes, and which can be replaced by electronic data interchange messages insofar as permitted by applicable law and is issued in a negotiable form. Under BIMCO´s Combiconbill" (1995), a **Combined Transport Bill of Lading (CTBL)** is issued. The MTBL and the CTBL can be used for both unimodal and multimodal transport contracts, for instance, to cover situations when transport which was originally intended to be performed as multimodal transport may turn out to be performed as a single transport mode only. The information in both the MTBL and in the CTBL are prima facie evidence of the taking in charge by the Multimodal Transport Operator of the goods as described by such information unless a contrary indication, e.g. "shipper´s weight, load and count", "shipper packed container", or a similar expression, has been made in the printed text or superimposed on the MTBL/CTBL. Proof of the contrary is not admissible when the MTBL/CTBL has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee who in good faith has relied and acted thereon. Apart from Multidoc´s and

[26] https://transport.ec.europa.eu/system/files/2016-09/2009_05_19_multimodal_transport_report.pdf , p.32.

Combiconbill´s negotiable versions – MTBL and CTBL -, there are also non-negotiable forms, respectively named MultiWaybill 95 and Combicon-Waybill.

- FIATA Multimodal Transport B/L or "FBL" and FIATA Multimodal Transport Waybill or "FWB" of the International Federation of Freight Forwarders Associations (FIATA)

Th**e FIATA Multimodal Transport B/L or FBL** is a document designed to be used as a multimodal or combined transport document with negotiable status. By issuance of this FBL, the freight forwarder (a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in the FBL) to the place of delivery designated in the FBL and; (b) assumes the liability based upon FIATA Standard Conditions. These conditions are based upon the UNCTAD/ICC Model Rules for Multimodal Transport, according to which the information in the multimodal transport document is prima facie evidence of the taking in charge by the Multimodal Transport Operator of the goods as described in the Multimodal Transport Contract (unless a contrary indication, e.g. "shipper's weight, load and count", "shipper packed container", or a similar expression, has been made in the printed text or superimposed on the document). Proof of the contrary shall not be admissible when the multimodal transport document has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee who in good faith has relied and acted thereon. We also quote the FIATA FBL Standard Conditions (1992): "3.2 The information in this FBL shall be prima facie evidence of taking in charge by the freight forwarder of the goods as described by such information unless a contrary indication, such as "shipper´s weight, load and count", "shipper-packed container" or similar expressions, has been made in the printed text of superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon."

The non-negotiable version of this document is the **FIATA Multimodal Transport Waybill or FWB** - a document through the issuance of which the freight forwarder (a) undertakes to perform and/or in his own name to procure the performance of the transport, from the place at which the goods are taken in charge (place of receipt evidenced in the FWB) to the place of delivery designated in the FWB; and (b) assumes liability as a carrier as set out in FIATA´s Standard Conditions. These standard Conditions (1997) lay down similar functions for FWB: "The information in the FWB shall be prima facie evidence of the taking in charge by the freight forwarder of the goods as described by such information unless a contrary indication, e.g. "shipper´s weight, load and count", "shipper packed container", or a similar expression, has been made in the printed text or superimposed on the FWB."

Both the FBL and the FWB can be used for unimodal and multimodal transport.

- the CIM/UIRR Consignment Note and the CIM Consignment Note for Combined Transport

Transport documents issued under the COTIF/CIM Rules are, under some specific circumstances, multimodal transport documents. This is the case when the COTIF/CIM rail rules apply uniformly to (i) the rail leg and the domestic road or inland waterways leg of multimodal journeys governed by a single contract; and to (ii) the rail leg and the domestic or international sea or inland waterways leg of multimodal journeys, when these supplementary legs are listed

in the 1999 CIM List of Maritime and Inland Waterway Services. In these cases, the unimodal CIM consignment note is not used, but a multimodal transport document especially tailored for these purposes, either the CIM/UIRR Consignment Note or the CIM Consignment Note for Combined Transport.[27]

Following the CIM Rules in 1999, the International Union of Combined Road/Rail Transport Companies (UIRR) in Europe adopted its own carriage conditions in a similar way as FIATA did with its Model Rules after the adoption of UNCTAD/ICC Rules for Multimodal Transport Documents. Consequently, the transport document used in Europe for combined rail/ road transport was CIM/UIRR Consignment Note.

In 2006 the International Rail Transport Committee created the CIM Consignment Note for Combined Transport to promote the combined transport and electronic trade (because the CIM Consignment Note for Combined Transport can be issued electronically). The CIM Consignment note for Combined Transport provides evidence of the agency contract of carriage concluded between the combined transport undertaking and its customer and the CIM contract of carriage concluded between the carrier and the combined transport undertaking. In line with the COTIF/CIM Rules, the CIM Consignment Note for Combined Transport provides prima *facie evidence* of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier.

Whether, in case of combined rail/road transport, a CMR consignment note or a CIM consignment note for Combined Transport is issued, depends on the type of haulage operation: in case of “mode on mode” or “piggyback” journeys – i.e. when the whole lorry accompanied by the driver is transhipped on the rail wagon - a CMR consignment note will be issued in accordance with Article 2 of the CMR Convention; in case of an unaccompanied transport operation, a CIM/UIRR Consignment Note or CIM Consignment Note for Combined Transport is issued.

Transport documents and customs documents are two different sets of documents. Transport documents are commercial documents governing the relationship between the consignor/carrier/consignee. Customs documents, on the other hand, are documents required by the customs authorities for the purpose of customs clearance, i.e. all relevant formalities to obtain an authorization to circulate goods within a customs territory, including the payment of all required charges, tariffs and other duties. However, national customs authorities may require that a copy of the transport documents be presented in annex to the customs documents, together with invoices and other documents to obtain customs clearance.

Some transport documents require an indication of “custom endorsements” (CIM consignment note, CIM consignment note for combined transport, CIM/SMGS consignment note), “customs duties” (CMR consignment note) or “declared customs value” (Air Waybill); whereas others do not contain any reference at all to customs (CIM consignment note, B/L). However, the CIM consignment note, the CIM consignment note for combined transport and the CIM/SMGS consignment note are the only transport documents that are, at the same time, customs document. This signifies that, apart from their functions as commercial documents between the

[27] https://otif.org/fileadmin/user_upload/otif_verlinkte_files/07_veroeff/03_erlaeut/05_CIM_e_Consolidated_Explanatory_report.pdf

consignor/carrier/consignee, they also serve as customs documents vis-à-vis customs authorities for transit purposes.

Thus, CIM/SMGS consignment note model and its corresponding manual[28] can be used both as a transport and as a customs document. The CIM/SMGS consignment note avoids the drawing-up of a new CIM or SMGS consignment note at the border between the geographic scope of the two regimes, thus allowing a saving in time and cost for customers and carriers. It also simplifies customs formalities at the external frontiers of the EU.

(c) Liability under the multimodal transportation

Carrier liability is the liability that carriers, forwarders and terminal operators bear with respect to loss of and damages to the goods and, for certain modes, delays in delivery of the merchandise. The rules governing carrier liability determine the scope of their duty to deliver and possible excuses from this duty.[29]

At international level, each transport mode has developed its own unimodal liability framework over the years. The principles of carrier liability for international freight have evolved with time and each mode is governed by a set of international conventions establishing different liability regimes, and also have different rules as regards liability requirements, exclusion clauses, required evidence, limits of liability, time bars for suit, etc.

The limits of liability in accordance with different unimodal rules and conventions are presented in the Table below.

Table 3. Liability limits categorized by mode of transport and the international unimodal conventions

Sea			Inland waterway	Road	Rail		Air
Hague Rules	**Hague-Visby Rules**	**Hamburg Rules**	**CMNI**	**CMR**	**COTIF-CIM**	**OSJD-SMGS**	**Warsaw Convention/Montreal Convention**
£ 100/pkg	2 SDR/kg or 666,67 SDR/kg	2,5 SDR/kg or 835 SDR/pkg	2 SDR/kg or 666,67 SDR/collo	8,33 SDR/kg	17 SDR/kg	declared value of goods	17 SDR/kg

The international mode-based conventions are at the basis of the national transport liability regimes in the EU Member States, which have given rise to national case-law on the matter. The interpretation of the unimodal conventions in national case-law of one Member State may differ from the interpretation given by judges of another Member State. For example, German courts are more likely to conclude that the conduct of a CMR carrier amounts to willful misconduct than Dutch courts (this is because international conventions are transposed into

[28] https://www.cit-rail.org/en/freight-traffic/cim-smgs/#content-285137

[29] https://transport.ec.europa.eu/system/files/2016-09/2009_05_19_multimodal_transport_report.pdf , p.44.

national laws, to which a body of national case-law is attached, which has historically been developed over the years).

Academics also advocate different interpretations of the international unimodal conventions. The academic world is, for example, divided on the correct scope of the CMR. Some academics agree with the judgment of the English Court of Appeal in the Quantum Case, whereas others dissent. Moreover, the application of these unimodal liability conventions may differ from one EU Member State to another because some Member States have ratified subsequent protocols, whereas others stick to the original version of the conventions, or because some Member States have incorporated the conventions into domestic law with minor nuances, or have decided not to incorporate them at all given the high level of similarity with their domestic law (e.g. in the UK, domestic road transport is not governed by the CMR but by UK law, whilst international road transport is governed by the CMR).

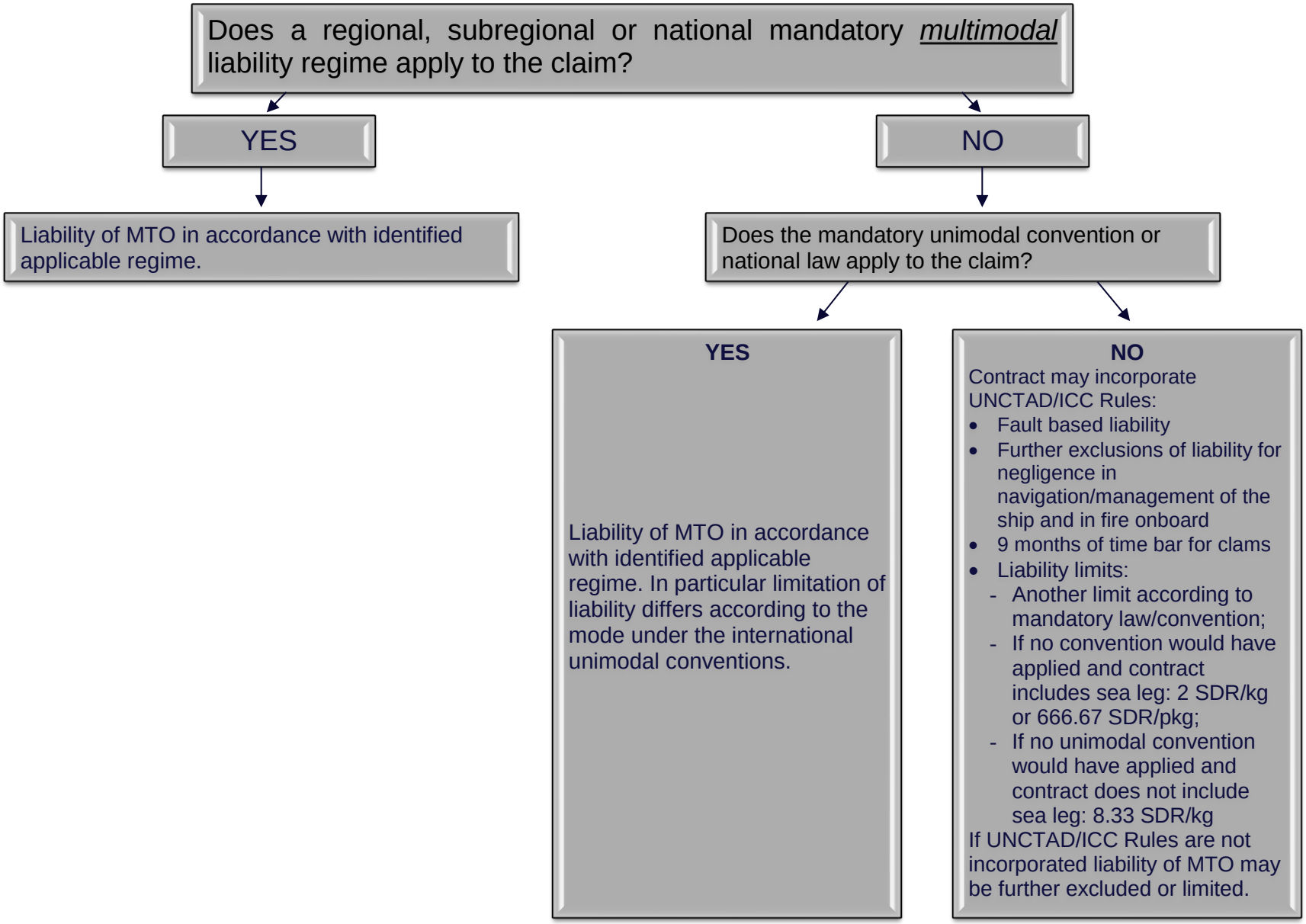
All unimodal international conventions establish mandatory levels of carrier liability, which frequently cannot be contractually altered to the detriment of the consignor or consignee. These liability limits therefore protect cargo interests with little bargaining power against unfair contract terms. The levels emerged historically and are essentially based on a traditional understanding of the value of the transported goods (e.g. goods transported by road are usually understood to be of a lesser value than goods transported by air).

Currently, there is no uniform mandatory liability regime for multimodal transport, neither at global level, nor at European level. Instead, different liability rules based upon various international conventions, national laws, (sub-) regional agreements and contractual arrangements apply to each modal leg of multimodal freight transport.

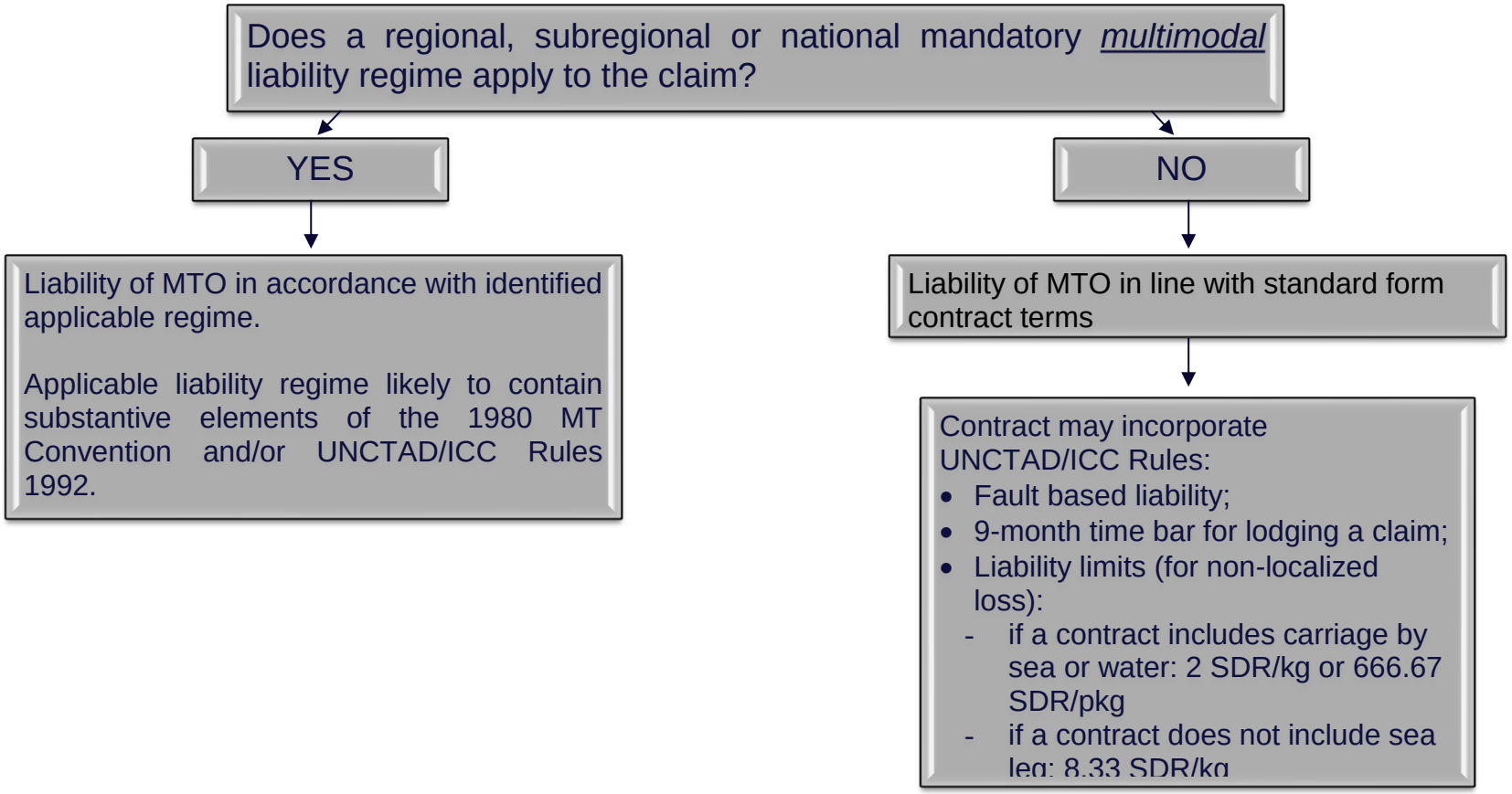
Below is a scheme for determining the limits of liability, which is usually used in practice when detecting damage or loss of cargo.

Table 6. Scheme for discovering of relevant liability regimes in cases of loss or damage

Case No. 1 – <u>Loss can be localized</u> to a particular modal stage of the transport



Case No.2 – <u>Loss cannot be localized</u> to a particular modal stage of the transport



ATTEMPTS AND RESULTS OF THE ADOPTION OF UNIFORM DOCUMENTS AND LIABILITY FOR MULTIMODAL TRANSPORTATION

In 1980, a proposal for a **United Nations Convention on International Multimodal Transport of Goods**[30] saw the light, but has not been approved to date. The Proposal is intended to apply in a mandatory fashion to all multimodal freight consignments whenever the taking in charge or delivery happens in a contracting state, i.e. irrespective of the parties´ nationality or domicile. This mandatory application does not impede consignors to choose not to "go the multimodal way" but instead to "go the unimodal way" to avoid its mandatory application. Contrary to the UNCITRAL Proposal, the UN Multimodal Proposal 1980 only applies to multimodal freight carriage and not to unimodal ones.

The UN Multimodal Convention 1980 is to be classified as "modified uniform regime", which is a compromise between the uniform liability system and the network liability system. It envisages the issuance of a single multimodal transport document to serve the entire transportation period and provides for a uniform liability regime for international multimodal transport, whereby a multimodal transport operator assumes liability for the whole transport operation from pick-up to delivery, irrespective of the unimodal stage of transport during which loss, damage or delay occurs. However, one exception to the rule is foreseen, namely when, in cases of localized damage, the liability limits determined by reference to the applicable international convention or mandatory national law are higher than those of the MT Convention. In other words, the liability limits for non-localized damages are governed by uniform rules. The Article 18 provides the following limits: (i) if the journey involves sea/inland waterways legs: 920 SDR/package or other shipping unit or 2.75 SDR/kg gross weight, whichever is higher; (ii) if the journey does not involve sea/inland waterway legs: 8.33 SDR/kg gross weight. However, for localized damage, the MT Convention applies the network principle to determine the liability limits. Article 19 refers to the liability limits of the applicable unimodal conventions or national law to the extent that these limits are higher than according to its uniform rules.

In addition, the carrier's liability for delays is topped at 2.5 times the freight payable for the goods, to the extent that this does not exceed the total payable freight under the multimodal contract. Given its modified nature, the Convention does not harmonize the monetary limits of liability.

Given that it is not a pure network system but a modified uniform system, the UN Multimodal Convention 1980 conflicts with unimodal conventions. These conflict provisions are found in its Articles 30(4) and 38. Article 30(4), on the one hand, ensures that no conflict arises with multimodal transport governed by the CMR (e.g., as seen in Section 3.3 (a) above, the CMR "piggy-back" application) or by the COTIF/CIM rules (e.g., as seen in Section 3.3 (a) above, the COTIF/CIM application to both rail legs and listed sea/inland waterways leg of multimodal journeys). Article 38, on the other hand, ensures generally that no conflict arises with other international conventions: when two states are parties to an international convention and only one of them is a party to the UN Multimodal Convention 1980, the court/arbitral tribunal may apply the former. The reason for this provision is that there are two different schools of thought as regards the interpretation of a multimodal consignment. For the states that do not view it as a form of transport sui generis, but as a sum of unimodal legs, the inclusion of this caveat was

[30] https://unctad.org/system/files/official-document/tdmtconf17_en.pdf

necessary. This caveat has been held to considerably dilute the mandatory nature of the Convention. Even though nearly 30 years have elapsed since the adoption of the UN Multimodal Convention 1980, it only has a small number of contracting states and has not entered into force. Its failure to attract broad international support has been attributed to a number of factors, e.g. the caveat of its Article 38 referred to above; its close ties to the Hamburg rules (which came into force in 1992); its high monetary liability limits; the inclusion of customs provisions and the large number of ratifications required for its entry into force. It has, nonetheless, been used as a model for other multimodal transport initiatives.

In 2001, the United Nations Commission on International Trade Law (UNCITRAL) has prepared a Draft **Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea** ("UNCITRAL Proposal" knowing as **the Rotterdam Rules**)[31]. The UNCITRAL Proposal is primarily designed to cover sea carriage but applies also to multimodal contracts including a sea leg.

According to Article 5 of the UNCITRAL Proposal, it applies to "contracts of carriage in which the place of receipt and the place of delivery are in different States, and the port of loading of a sea carriage and the port of discharge of the same sea carriage are in different States, if, according to the contract of carriage, any one of the following places is located in a Contracting State: (a) the place of receipt; (b) the port of loading; (c) the place of delivery; or (d) the port of discharge". The Proposal is intended to apply in a mandatory fashion to all unimodal (by contrast to the UN Multimodal Convention 1980) and multimodal freight carriages, to the extent that there is a sea leg whenever the above requirements as regards the location of the taking in charge/delivery are met, irrespective of the nationality of the vessel or the parties. Its scope differs from the maritime regimes of the Hague/Visby (tackle-to-tackle unimodal, outbound carriage only) and Hamburg (mainly port-to-port unimodal, both inbound and outbound).

The liability regime proposed by the Rotterdam Rules is a "limited or minimal network regime". It generally applies the network approach but fixes liability rules that apply "by default" in case of liability gaps. Indeed, the general liability rule is that the carrier is liable under the rules of the UNCITRAL Proposal. This implies, with respect to the liability limits for loss or damage, a maximum value capped at the highest amount of 875 SDR/package or other shipping unit, or 3 SDR/kg gross weight, except when the value declared in the contract particulars and agreed by the parties is of a higher amount. The carrier's liability for delays in delivery is topped at 2.5 times the freight payable for the goods, to the extent that this does not exceed the limits for loss/damage. An exception to these general rules is provided for by Article 27, which states that, for loss or damage, localized in stages that precede or follow the sea leg, its general liability rules do not prevail over other mandatory international instruments that would have applied in the event of a separate, unimodal contract. In cases of unlocalized loss/damage or liability gaps, however, the general liability of the Rotterdam Rules is applied. In other words, the UNCITRAL Proposal applies a network approach through its exception for non-sea legs prior or subsequent to its sea leg, but provides for a uniform set of liability rules for its sea leg, which serve as fall-back rules in all cases of non-localized loss/damage.

A peculiarity of the UNCITRAL Proposal is that it not only governs the liability of the carrier, i.e. the operator who concludes the contract of carriage with the consignor, but also of his maritime

[31] https://uncitral.un.org/en/texts/transportgoods/conventions/rotterdam_rules

subcontractors, called “maritime performing parties” in the Proposal (either carriers or non-carriers, e.g. terminals). The “performing party” is defined in Article 1.6 as a person other than the carrier that performs or undertakes to perform any of the carrier’s obligations under a contract of carriage with respect to the receipt, loading, handling, stowage, carriage, care, unloading or delivery of the goods, to the extent that such person acts, either directly or indirectly, at the carrier’s request or under the carrier’s supervision or control. However, it is important to note that “non-maritime performing parties” are expressly excluded from the application of the regime (Article 1.7 and 19). In other words, it does not apply to inland performing parties (e.g. rail, truck and barge carriers). Claims made directly against these inland carriers would continue to be covered by whatever national law applies to them, because these parties are often not aware that they perform part of a multimodal carriage.

The conflict provisions of the UNCITRAL Proposal are quite complex. First of all, its limited nature is already an attempt to avoid potential conflicts with existing mandatory international unimodal regimes as regards the non-sea legs of the multimodal journey (Article 26). As regards the sea legs of the multimodal journey, the Rotterdam Rules do not conflict with the existing international unimodal maritime regimes because it requires the contracting states to denounce both the Hague/Visby Rules and the Hamburg Rules in its Article 89. Clashes between the UNCITRAL Proposal and the international unimodal conventions, nonetheless, are existed as the unimodal conventions provide for multimodal rules (e.g. the CMR multimodal rules for piggyback carriage). This provision represents, therefore, a considerable caveat, which dilutes the effect of the UNCITRAL Proposal in a similar way as the caveat of Article 38 of the UN Multimodal Convention 1980.

The proposal was a subject to a lot of controversy on the European scene because of its complexity – making it difficult to assess liability in advance - and because it establishes a “limited network approach”, does not channel liability to a single operator responsible throughout the multimodal transport chain, excludes non-maritime performing parties (in order to avoid conflicts of law with the non-maritime unimodal conventions) and applies maritime liability rules “by default” in cases of non-localized damage/loss or if no mandatory international regime applies. On the last point, the peculiarity of the proposed regime is that in these cases, maritime liability rules apply to the entire multimodal transport, even if the sea leg is negligible and the transport is foremost carried out by land/air. Due to all above-mentioned it didn't enter into force till now, although European freight forwarders have successfully applied some of their provisions to date.

Since the fifties, both UNECE and UNCTAD have been actively involved in multimodal transport issues tackling liability and documentation. Within UNECE, a Working Party on Intermodal Transport and Logistics (WP.24)[32] was created in 1951, aimed at being a pan-European forum for the exchange of technical, legal and policy information as well as best practices on combined and intermodal transport for the preparation of policy advice and for the negotiation and administration of multilateral legal instruments. Its objective is to promote combined and intermodal transport in the 56 UNECE member countries and to ensure a “maximum utilization of equipment, infrastructure and terminals used for such transport”. This Working Party has assisted industries and transport policy makers in some legal areas such as liability provisions for intermodal transport and has drafted several reports, reviewing the existing multimodal

[32] https://unece.org/transport/events/wp24-working-party-intermodal-transport-and-logistics-64th-session

transport legislative framework and analysing the feasibility of a new international instrument, taking account of the views of all interested parties.

Also, in 1986 the United Nations Conference on Trade and Development (UNCTAD) instructed the Secretariat to develop model provisions for multimodal transport documents in close cooperation with competent commercial and international organizations, based on the Hague and Hague-Visby Rules, as well as existing documents such as FBL (Bill of Lading FIATA), and ICC UNIFORM Rules (International Chamber of Commerce Rules) for multimodal transport documents. Following this Resolution, it was finalized the **UNCTAD/ICC Rules for Multimodal Transport Documents**[33] in 1991, that came into force on January 1, 1992 and were revised in 1995.

These Rules shall apply if they are incorporated into the contract of carriage by reference in writing, orally or in any other way. It is possible to refer to the Rules regardless of whether transportation by one or several modes of transport is supposed on the basis of ordinary or multimodal transportation. The Parties, referring to these Rules, agree that these Rules will prevail over any provision of the multimodal transportation contract that contradicts them, with the exception of those provisions that increase the responsibility or obligation of the multimodal transportation operator.

At European level in 2005, **the Integrated Services in the Intermodal Chain Study("ISIC")**[34], mandated by the European Commission, dedicated a chapter of its Final Report to "Intermodal liability and documentation" and stressed the need for an integrated legal regime. It therefore proposed a uniform liability regime to remedy the current situation ("ISIC Proposal"). The ISIC Proposal suggests a simple, streamlined and uniform non-mandatory regime, intended for being the basis for further discussion with the industry. The scope of the ISIC Proposal is not restricted to the territory of the EU, but includes transports to and from EU (Article 2 of the Proposal). This regime is an "opt-out"-regime, i.e. it would apply by default unless the transport operators opt-out of it (however, if they do not opt-out, they are bound by it in its entirety and unable to amend it, except as regards its liability limits). The proposed regime channels all liability for loss, damage or delay to a "transport integrator", whose liability would be capped but would, as a quid pro quo, be strict or objective (i.e. no need to prove fault or negligence) except in cases of force majeure.

Indeed, the limit on the transport integrator's liability for loss or damage would amount to the highest unimodal liability limit, i.e. 17 SDR/kg gross weight (a higher limit can contractually be agreed upon) and only exceptionally be unlimited in the case that he committed a "personal act or omission with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result" (Article 10 of the Proposal). However, the monetary limits for the transport integrator in relation to the transport operators that he subcontracts are not harmonized, which could lead to the unwanted effect that the transport integrator chooses to use modes where the level of compensation is high (e.g. rail or road) rather than using other modes (e.g. sea or inland waterways). The transport integrator's strict or objective liability signifies that, even if it is proved that the loss, damage or delay was caused in a particular unimodal leg that he did not operate, the transport integrator will equally be held

[33] https://unctad.org/system/files/official-document/tradewp4inf.117_corr.1_en.pdf
[34] https://rosaeg.no/erikro/WWW/cog/Intermodal%20liability%20and%20documentation.pdf

liable for this loss or damage. It should be mentioned that the ISIC Proposal caps the transport integrator's liability for delays to twice the charge payable under the transport contract.

On possible clashes with the international unimodal conventions, the ISIC Proposal maintains that its regime would not likely be thwarted by the prevalence of mandatory unimodal rules, essentially because the unimodal rules (CMR, Hague/Visby and Montreal Convention) only apply to exclusively unimodal transport as opposed to the unimodal legs of a multimodal contract. The ISIC Proposal acknowledges, however, that its regime could collide with the COTIF/CIM Rules. Indeed, to the extent that the COTIF/CIM rail rules apply uniformly to rail legs and supplementary domestic road/inland waterways legs of multimodal journeys governed by a single contract, as well as to rail legs and supplementary domestic or international sea/inland waterways legs of multimodal journeys governed by a single contract and listed in the 1999 CIM List of Maritime and Inland Waterway Services, a conflict could arise. However, according to the authors of the ISIC Proposal, "this has been dealt with by assimilation of the main liability rules of the Regime to those of CIM, notably the monetary limit. (..) In any event it is believed by some that a clash is unlikely in practice because the Central Office for International Carriage by Rail (OCTI), which is responsible for listing services under CIM, is unlikely in future to list services if a listing would give rise to a clash with a multimodal regime that had been adopted by the EU".

In 2006, DG TREN organized a broad consultation of stakeholders on intermodal logistics, "Logistics for Promoting Freight Intermodality"[35] and received over 100 contributions from the Member States and other stakeholders. In April 2006, the Commission organized a consultation workshop with approximately 70 participants, which showed divergent views on the matter110 and highlighted a need for further study. The consulted suppliers recognized that intermodal liability can be problematic, but that the market has a solution in offering multimodal bills of lading and multimodal waybills, whereas the consulted governments, public bodies and international organizations recognised the problem and the need for an international regime, but advocated to "wait-and-see" until the outcome of the UNCITRAL Proposal. Overall, the vast majority of stakeholders held that no action was needed on multimodal liability.[36]

Thus, numerous attempts have been made to unify the liability regimes and simplify the documentation of the transport of goods by several modes of transport, but no legislative action has been taken at the EU level. As a result, the current liability system governing multimodal transport in the EU remains fragmented and complex, creating uncertainty about the applicable liability rules for a given multimodal transport chain. When planning multimodal transportation of goods, shippers and forwarders can choose either unimodal or multimodal. A partial solution to the problems raised was reflected in the promotion of the use of electronic documents, preliminary electronic declaration, the exchange of electronic data between the parties to the transportation process and the improvement of cargo security systems and IT solutions for tracking cargo in transit.

[35] https://ec.europa.eu/smart-regulation/impact/ia_carried_out/docs/ia_2006/sec_2006_0818_en.pdf

[36] https://vdocuments.mx/final-report-trencc01-2005lot1legal-ec-most-frequently-used-are-the-fiata.html?page=1 p.86

ANALYSIS OF LEGISLATION ON MULTIMODAL TRANSPORTATION IN THE TRACECA MEMBER STATES

This section aims to provide an overview of the current legislation in the TRACECA countries to the extent where information was publicly available on the official TRACECA languages (Russian and English), as well as taking into account relevant information provided to the Permanent Secretariat by the member states through official channels. Looking ahead it can be noted that most countries do not have a special law on multimodal transport. Freight transport by two or more modes of transport in such cases is regulated by national sectoral laws, codes and international agreements, hence its studying was in a focus of the research from the point of it applying to the international combined transportation. However, at the end of 2021 the Law on Multimodal Transportation has been approved by the Verkhovna Rada of Ukraine[37]. Development of the secondary legislation aiming to implement the above Law of Ukraine in a full manner is ongoing.

THE REPUBLIC OF AZERBAIJAN

Azerbaijan ratified the Agreement on the development of Multimodal Trasnport TRACECA on 4 March 2011. Certain provisions relating to the international carriage of cargo are contained in Civil Code, Law of the Republic of Azerbaijan on Transport, Merchant Shipping Code, Law on Road Transport, Law of the Republic of Azerbaijan on Aviation, Resolution of the Republic of Azerbaijan on the Approval of the Regulations in the "Permit System" regulating international road transport on the territory of the Republic of Azerbaijan, Law of the Republic of Azerbaijan on State Duties and some other bilateral and multilateral international agreements. Azerbaijan signed bilateral agreements on specifically combined transport with Bulgaria, Romania, Türkiye, Uzbekistan, Turkmenistan and Ukraine.

However, there is not any specific national law regulating multimodal transport or freight forwading services. Development of the draft law on freight forwarding services and legislation on mulmitomodal transport is ongoing.

In order to use the country's transit potential more extensively and effectively, the Coordinating Council on Transit Transportation was established by Decree of the President of the Republic of Azerbaijan № 655, dated October 21, 2015[38]. The Coordinating Council is a collegial executive body that carries out activities to create new transit facilities, maximize the potential of the existing infrastructure, remove obstacles to the developing of transit cargo transportation, obstacles to creating unfair competition, and consider applications from participants in transit cargo transportation, taking appropriate measures to protect their rights, ensuring the registration of contracts between carriers and customers. The Coordinating Council carries out state regulation of tariffs in the field of services for the transportation of transit goods by railway, sea, seaports and terminals, which are legal entities and individuals associated with transit goods, coordinates the activities of all participants in the transportation process, regardless of their type of ownership and legal form. The Coordinating Council includes ministers or deputy

[37] https://zakon.rada.gov.ua/laws/show/1887-20#Text
[38] http://transit.az/en/about

ministers, as well as the heads of the state-owned companies. Currently, the Ministry of Digital Development and Transport heads the Coordinating Council.

The main purpose of the development of Coordinating Council is to increase the competitiveness and efficiency of transit corridors, as well as maintain healthy competition with transport corridors of other countries. In the framework of the Coordinating Council, Azerbaijan also aims to create an electronic portal, including digital transit platform, that will allow to receive electronic applications for administrative procedures during border crossing, to conclude contracts in electronic form, and to track cargo and transport processes.

In accordance with **the Law of the Republic of Azerbaijan on Transport**[39], the transportation of goods and the provision of freight forwarding services are carried out on the basis of the relevant legislation. Unless otherwise provided by law, the terms of transportation and freight forwarding services, as well as the liability of the parties are determined in accordance with the agreement concluded between the parties. If there is a need for regular transportation, the carrier, consignor or other person authorized by them may conclude agreements on the organization of such transportation. In accordance with the agreement on the organization of goods transportation, along with other obligations, carrier must accept the goods within the prescribed period, and shipper must present goods for transportation. The contract of carriage must also indicate the volume, duration, quality of transportation, the conditions for providing vehicles and goods for transportation, and other conditions for organizing transportation that are not provided for by regulatory legal acts. Filing a claim against a freight forwarder in connection with the provision of forwarding services is carried out in accordance with the Civil Code of the Republic of Azerbaijan (Article 861.2).

Merchant Shipping Code of the Republic of Azerbaijan[40] – In accordance with the Merchant Shipping Code of the Republic of Azerbaijan, a freight forwarder is a person who organizes the transportation of goods from the location to the port of destination by third parties (carriers) on his own behalf, but the expense of the consignor (Article 87-6.1). The carrier is defined as a natural or legal person who ensures the transportation of cargo from the port of loading to the port of destination on the basis of a contract and payment for sea transportation of cargo and who owns the vessel on the right of ownership, lease or use. The actual carrier is a natural of legal person who owns the ship on the right of ownership, lease and use and to whom the carrier has entrusted the implementation of transportation or part of it, as well as any other natural or legal person who is entrusted with such transportation (Article 87.4 of the Merchant Shipping Code). In accordance with the Article 313.4 of the same Code, before filling a claim with a court, it is necessary to file a written complaint against the freight forwarder. A written claim should include shipping documents, as well as official papers confirming the right to file a claim, indicating the quantity and value of the cargo being transported. All documents must be original. If the required documents are not attached to the written complaint, the carrier has the right to return the complaint without consideration within *two weeks after the receiving a compliant*, otherwise the complaint is considered accepted for consideration. Complaints are made against carrier that provided transportation of goods, and if such transportation is not carried out, complaint is made against the carrier obliged to provide transport services in accordance with a contract of carriage by sea. *In multimodal transport, claims are made against carrier delivering goods to the final destination.* It is not allowed to transfer the right to file a complaint and a claim

[39] https://cis-legislation.com/document.fwx?rgn=2695

[40] https://www.ardda.gov.az/uploads/images/qanunvericilik/Eng/Codes_of_Az/MSCF.pdf

to other persons, except the following: the consignor to the consignee or vice versa, consignor or consignee to the freight forwarder or insurer. The transfer of the right to file a complaint or a claim is confirmed by a special provision contained in the bill of lading or other transport document. Complaints arising from the charter contract may be brought against the carrier or freight forwarder within the period of the claim, which is 1 year. The carrier or freight forwarder considers the complaint arising from the contract of carriage by sea within one month and within this period notifies the complainant in writing about the recognition or rejection of the complaint. The running of limitation period is suspended from the date of filling a complaint arising from the contract of carriage by sea against the carrier until a response to the complaint is received or until the expiration of the time limit set for the response. If the freight forwarder rejects or partially accepts the claim, or does not respond to the claim within one month, a claim may be filed against him in court. The term for consideration of complaints arising from the charter agreement is one year and is calculated as follows:

- For claims for damages for the loss of cargo – after 30 days from the date of delivery of the cargo, in case ***of mixed transportation after 4 months from the date of acceptance of the cargo for transportation***;
- For compensation claims for damage to cargo, ***delay in delivery***, refund of overpayment for the transportation of goods or for receipt of a money transfer for underpaid freight – from the day of delivery of the goods, and in case of non-delivery - from the day of delivery of the goods;
- For claims for non-delivery or untimely delivery of the vessel, payment for demurrage of the vessel and payment for the expedition for the time saved during loading or unloading – at the end of the month following the month in which the carriage began or supposed to start;
- For claims against the freight forwarder – from the moment of the right to file a claim arises (this time begins if the forwarder rejects or partially accepts the claim, or does not respond to the complaint within 30 days, he/she may be sued in court);
- For claims in all other cases – from the date of occurrence of the event that served as the basis for filling a claim.

Civil Code of the Republic of Azerbaijan[41] – in accordance with Article 852 of the Code, a freight forwarder is a person who organizes the transportation of goods from the point of departure to the point of destination on his/her own behalf through the third parties (carriers), but at the expense of the shipper. The freight forwarder has the rights and obligations of the consignor in relations with carriers. The freight forwarder must follow the shipper's instructions. He selects carriers at his/her own risk. If the freight forwarder provides transportation services in whole or in part, he has the rights and obligations of the carrier. If the intermediate and final destination of the goods are the same for several shippers, the freight forwarder can combine the transportation process. In all cases, the freight forwarder is obliged to protect the interests of the consignor and follow shipper's instructions. He must inform the shipper of all the difficulties that have arisen. The freight forwarder is entitled to receive payment for the services rendered and reimbursement of the shipper's cost. The freight forwarder receives payment from the interest rate on the freight payable to the carrier (commission fee), and (or) exemption from all transport costs from start to finish. The freight forwarder is liable to the shipper for any deviations from his instructions. The freight forwarder is also responsible for the fault of the carriers, but

[41] http://ask.org.az/wp-content/uploads/2018/11/The-Civil-Code-of-the-Republic-of-Azerbaijan.pdf

there are exceptions when he proves that he showed the necessary decency in choosing the carrier. The term for filing a claim against the freight forwarder is one year. Before filing a claim with the court, it is necessary to file a written complaint (notice) against the freight forwarder. The consignee or shipper may submit a claim at any time, provided that they submit their claim within one year and that the claim is not invalidated by acceptance of the shipment. Exceptions are intentional and gross negligence of the carrier.

The complaint may be filed during the limitation period. If the forwarder rejects or partially accepts the claim, or does not respond to the complaint within 30 days, a claim may be filed against him/her. In case of loss or damage to the cargo, the carrier pays its full cost. If the cargo is not delivered within 3 months after its acceptance by the carrier, it is considered lost until proven otherwise. Although it is not related to multimodal transport operator or freight forwarders, is it not consistent with the TRACECA agreement. These issues should be taken into consideration when developing specific legislation on freight forwarding and/or multimodal transport.

In Azerbaijan **the Rules of carriages of goods by road transport** was adopted by the Resolution of the Cabinet of Ministers[42] and declares: if the cargo is not delivered to the place of destination within agreed period, or if this period is not agreed with the carrier within *3 months from the date of acceptance of the cargo*, it is considered lost. If the carrier reimburses the damage caused in full or in part in accordance with the above Regulations, the amount of compensation is determined on the basis of the value of the cargo at the time and place of acceptance for transportation. The value of the cargo is determined on the basis of the exchange price, in its absence - on the basis of the current market price, or in their absence - on the basis of the ordinary cost of the goods of the same type and quantity. The amount of the payment should not exceed 8.33 units of account per kg of missing gross weight. Unit of account is 0,900 gold francs weighing 10/31 grams.

THE REPUBLIC OF ARMENIA

The Republic of Armenia has ratified the Agreement on Multimodal Transport Development TRACECA on 4th April, 2018[43]. At the same time, it should be noted that there is no special law in Armenia regulating the sphere of multimodal transportation. During transporting goods by several transport modes, it should be concluded appropriate contracts. Basic rules and requirements to such contracts is clarified in the country's Civil Code. The mention of direct mixed transportation, which is actually a type of multimodal transportation by several modes of transport, in which a single transport document is used, is contained in the Law of the Republic of Armenia on Transport.

Civil Code of the Republic of Armenia (Chapter 45)[44] **-** Under a freight forwarding contract, one party (the freight forwarder) shall be obliged to, for remuneration and at the expense of the other party (the client – consignor or consignee), render or arrange certain services related to forwarding of the cargo determined in the freight forwarding contract. Freight forwarding contract

[42] https://cis-legislation.com/document.fwx?rgn=30379
[43] https://www.mfa.am/en/international-organisations/9
[44] http://www.translation-centre.am/pdf/Translat/HH_Codes/CIVIL_CODE_en.pdf

may lay down other duties of the freight forwarder related to the arrangement of cargo carriage via the route and transportation means chosen by the freight forwarder or the client, conclusion of cargo carriage contract(s) on behalf of the client or on own behalf, dispatching the cargo and arranging its delivery, as well as other obligations related to carriage of cargo. A freight forwarding contract may, as supplementary services, provide for performance of basic transactions for delivering the cargo, such as the obtaining of documents required for export or import, customs clearance and processing other documents, examining of the quantity and condition of cargo, its loading and unloading, payment of duties and other expenses borne by the client, maintenance of cargo, its receipt in the point of destination, as well as other transactions and rendering other services provided for by the contract. Freight forwarding contract shall be concluded in writing. The client shall issue a letter of attorney to the freight forwarder where it is necessary for the performance of the latter's duties. Where the freight forwarder proves that the obligation has been violated as a result of improper performance of the freight forwarding contracts, the liability of the consignor as against the client shall be determined in conformity with the same rules as in the case of liability of the carrier against the freight forwarder. The client shall submit to the freight forwarder documents and information on the nature of the cargo and conditions of carriage thereof, as well as other information required for performance of duties of the freight forwarder under the freight forwarding contract. The freight forwarder shall be obliged to inform the client of the errors in the information submitted and in case of incompleteness of the information — to request additional data from the client. Where such necessary information is not provided by the client the freight forwarder shall be entitled to not perform the relevant duties until such information is submitted thereto. The client shall bear liability for damage inflicted on the freight forwarder as a result of breaching his duty of submitting information. Where it does not derive from a freight forwarding contract that the freight forwarder shall perform his or her duties in person, he or she shall have the right to involve other persons for performing those. Delegation of the performance of his or her duties to a third person shall not release the freight forwarder from the liability of non-performance or improper performance of the contract against the client. Each party shall have the right to renounce the freight forwarding contract upon giving a reasonable prior notice to the other party. In case of unilateral renunciation of the contract, the renouncing party shall compensate the other party for damages inflicted as a result of rescission of the contract.

The liability of the freight forwarder is regulated through the Chapter 26 of the Civil Code. The violation of an obligation shall be deemed failure to fulfil it or improper fulfilment thereof (with default, with defects of goods, works and services, or with violations of other conditions determined by the content of the obligation). A debtor having violated an obligation shall be obliged to compensate the damages caused to the creditor. When determining the damages, the prices in effect in the place where the obligation should have been fulfilled, on the day of voluntary satisfaction of the creditor's claim by the debtor, shall be taken into account, and where the claim has not been satisfied the prices in effect on the day of making the court judgment shall be taken into account, unless otherwise provided for by law, other legal acts or contract. When determining the lost benefit, the measures taken by the creditor for recovering it and the preparations made to that end shall be taken into account. Where a default penalty is prescribed for the failure to fulfil or improper fulfilment of an obligation, the damages shall be compensated for the portion not covered by the default penalty. Cases may be envisaged by law or contract,

where: (1) it is permitted to levy only the default penalty, but not for the damages; (2) the damages may be levied for in the full amount, not including the default penalty; (3) either the default penalty or the damages may be levied upon creditor's choice.

The Contract of Carriage (Chapter 44) - Carriage of cargo shall be executed on the basis of carriage contract. The carriage contract shall be concluded in writing. General conditions of carriage shall be determined by transport codes, other laws and rules published in conformity with those. Conditions of carriage of cargo via certain types of transport, as well as liability of parties for such carriage shall be determined by their consent, unless otherwise prescribed by laws and rules published. Under a cargo carriage contract, the carrier shall be obliged to carry the cargo entrusted thereto by the consignor to the point of destination and deliver it to the person authorised to receive the cargo (the consignee), and the consignor shall be obliged to pay the fee defined for the cargo carriage. Conclusion of a cargo carriage contract shall be verified by delivery of the consignment note (bill of lading or other freight documentation) to the consignor.

Under an affreightment (charter) contract one party (the freighter) shall be obliged to, against a payment, provide the other party (the charterer) with the space of the means of transportation in full or in part for the carriage of cargo.

The carrier shall have the right to retain cargo and luggage delivered for carriage as a security for a carriage fee or other payments. The carrier shall be obliged to, within a term stipulated by a carriage contract and upon application (order) of the consignor, for the purpose of loading, provide the latter with transportation means that are suitable and in good repair for carriage of the relevant cargo. The consignor shall have the right to refuse accepting the transportation means that are unsuitable for cargo carriage. The loading (unloading) of cargo shall be carried out by a transport organisation or a consignor (consignee) in the manner provided for by the contract — by observing the requirements of law and rules adopted in conformity therewith. Loading (unloading) with the capacity of consignor (consignee) shall be carried out within terms provided for by a contract, unless such terms are prescribed by law and rules published in conformity therewith. The carrier shall be obliged to carry the cargo to the point of destination within terms provided for by contract, and in case of absence of such terms – within a reasonable term.

The carrier shall bear liability for loss, shortage of and damage to the cargo which, following their acceptance for carriage, occurs prior to transferring thereof to the consignee, his or her authorised person or a person authorised to receive the cargo, unless it proves that the loss, shortage of or damage to the cargo has occurred under circumstances that the carrier could not prevent, and the elimination of which was beyond its control. The carrier shall compensate for the damage to the cargo or luggage inflicted in the course of carriage:

- in the amount of value of lost or missing cargo in case of loss or shortage of cargo;
- in case of damage to cargo— in the amount equal to the decrease of its value of such as a result of damage, and in case of impossibility of repair of cargo— in the full amount thereof;

- in the amount of declared value of cargo in case of provision thereof by declaration of its value. The value of cargo or luggage shall be determined by the price indicated in the accounts of the seller or provided for in the contract, and in case of absence of a condition on the price in the account or the contract – by the price which is charged for similar goods under comparable circumstances.

Together with compensation of damage inflicted as a result of loss, shortage of and damage to the cargo or luggage the carrier shall reimburse the consignor (consignee) for the transportation fee that has been charged for carriage of lost, missing or damaged cargo or luggage where it is not included in the value of the cargo. Unilateral documents drawn up by the carrier on reasons of damage of the cargo and luggage (commercial act, simple act, etc.) shall, in case of dispute, be subject to examination by the court together with other documents evidencing such circumstances that can serve as a ground for liability of the carrier, consignor or consignee of cargo or luggage*. The limitation period for claims pertaining from carriage of cargo is one year.*

Article 10 of **the Law on Transport**[45] stipulates that direct mixed transportation can be made by several transport means – under the single document. Terms and conditions of transportation are defined by agreement concluded between the carriers involved.

BULGARIA

Bulgaria, being a member of the European Union since 2007, approximated its national legislation to the European legislative standards by directly transposing the norms of the EU Directives into its legislative acts.

Ordinance № 53 of 10 February 2003 on combined transport of goods – The Combined transport definition is the same as the EU Directive 92/106/EEC of 7 December 1992 on the establishment of common rules for certain types of combined transport of goods between Member States, as amended.

Combined transport is also present when within the combined transport the consignor performs road transport in the initial section at his own expense, and / or when the consignee performs road transport at his own expense in the final section to the destination of the cargo. In case of combined transport, the cargo is not processed when the type of transport is changed. In the contract for combined transport of goods each part of the transport shall be regulated by the applicable provisions for the respective type of transport. This contract shall not be concluded when in the initial and final section the sender or the recipient performs road transport at his own expense, and in the main section the transport is performed with one type of transport. The combined transport shall be organized and / or performed by operators. The operator may perform all or part of the combined transport. In this case, he has the rights and obligations of a carrier. The operator must meet the legal requirements for transportation of goods for the respective type of transport. Carriers licensed by foreign railway administrations may participate in combined transport, if this is agreed in the international agreements to which the Republic of

[45] https://www.arlis.am/DocumentView.aspx?docID=61806

Bulgaria is a party. The foreign automobile carriers, which use the roads of the Republic of Bulgaria for international combined transport of goods between the border crossing points and the intermodal terminals, as well as between the intermodal terminals and the loading and unloading points, shall carry out transport without permission, if it is agreed in international contracts to which the Republic of Bulgaria is a party. Road haulage by foreign truck drivers shall be carried out with a certificate *for internal combined transport* on the territory of the Republic of Bulgaria according to a model, approved by the Minister of Transport and Communications. The carriers shall receive the certificate at the border crossing point upon entering the country and return it upon leaving the country.

A combined transport contract is a contract for the carriage of goods in which the operator undertakes to the consignor to carry out against payment by road and rail and / or inland waterway or sea transport on certain routes by appropriate means of transport, and to deliver the goods to the consignee. The contract for combined transport specifies:

- 1. the names of the railway stations for loading and unloading, related to the railway section of the transport;
- 2. the ports for loading and unloading, connected with the section for transport by inland waterways;
- 3. the sea ports for loading and unloading, connected with the section for carrying out transport by sea transport.

The data shall be confirmed by affixing a stamp on the transport documents in the respective railway stations or ports. The necessary transport documents when performing the combined transport are:

- bill of lading - for road and railway transport;
- bill of lading or bill of lading - for coastal transport on inland waterways;
- bill of lading — for sea transport;
- single document, valid for all types of transport, participating in the combined transport, when such document is accepted according to international agreements, to which the Republic of Bulgaria is a party.

In the cases of carrying out automobile transport at own expense above mentioned transport document shall not be drawn up. The validity of the contract of carriage shall not depend on the issuance, regularity or loss of the transport document.

The said transport documents shall be drawn up and signed:

- by the operator or a person authorized by him;
- by the respective carrier;
- in accordance with the international agreements to which the Republic of Bulgaria is a party.

The transport documents shall indicate only one consignee - a natural or legal person. A separate transport document shall be drawn up for each intermodal transport unit. The transport documents shall indicate the exact name of the cargo and its special properties, if any. Simultaneously with the transport documents the operator shall hand over to the carriers all documents required by the veterinary, phytosanitary, customs and other bodies. The transport

documents shall contain obligatorily date, signature and seal and all necessary data according to the established requirements for domestic and international transport. The operator is obliged to carry out the transport within the specified period, to protect the integrity of the goods from acceptance to delivery, to notify the consignee of their arrival and to hand them over to the destination. The consignor shall be obliged to hand over to the operator the loads loaded, arranged and strengthened in the cars and the intermodal transport units according to the requirements of the separate types of transport and in accordance with the specifics of the transported goods. When the transport packaging is inappropriate, the operator may accept the cargo, provided that the consignor declares in writing that the damages that would occur are at his expense. In case of differences between the clauses of the contract for combined transport and the transport document the provisions of the contract shall be applicable. The transport document shall be a proof that the carrier has received the goods in the manner described in the document, unless the contrary is established. When in the transport document no record has been made for the condition of the cargo, it shall be considered that the cargo has been received by the carrier in good condition. The loading / unloading and strengthening of the intermodal transport units shall be an obligation of the consignor / consignee, unless otherwise agreed. The consignor may seal with its seals the loaded intermodal transport units. If the operator is present at the load, he seals the intermodal transport units with his seals. The sender shall owe the remuneration to the operator upon concluding the contract, unless otherwise agreed. If the remuneration has not been paid by the consignor, it shall be paid by the consignee before the release of the cargo. In case of international combined transport the amounts in foreign currency, indicated in the transport documents, shall be paid by the consignor in their BGN value at the exchange rate for the day. The expenses incurred after the conclusion of the contract for combined transport shall be paid by the consignor, unless otherwise agreed. Where the costs are borne by the consignee, they shall be paid by him before the goods are released. The Operator has no obligation to give guarantees for customs duties during transportation, import and transit of the cargo under customs control on the territory of the Republic of Bulgaria. The goods shall be considered delivered when they are handed over or left at the disposal of the consignee or his representative in accordance with the conditions of the contract. The contract for combined transport of goods shall be considered fulfilled from the moment when the consignee or a person authorized by him after the delivery of the goods has received against signature the transport document.

Responsibility - The consignor shall be liable for all damages caused by improper loading and strengthening of the goods, performed by him or by an authorized person, deficiencies or defects in the packaging, as well as in cases when inappropriate or damaged intermodal transport units are used. The consignor shall also be responsible for the description of the goods and their specific properties, their marking, number, mass, dimensions and quantity, described in the contract for combined transport. The operator is responsible for the protection of the cargo from the moment of its acceptance for transport until its delivery to the consignee. The operator shall be liable for the loss of, delay or damage to the cargo, caused at the time when it was under his order, incl. and resulting from errors or negligence on his part. The operator shall be liable for the loss of, delay or damage to the intermodal transport units, caused at the time when they were under his disposal. The operator shall be liable for the damages caused by non-observance of the term of delivery. Where the combined transport is performed consecutively

by several carriers, all of them shall assume the obligations arising from the transport documents and shall be jointly and severally liable to the operator for the performance of the transport along the entire route until the cargo is delivered to its destination. *When the loss, delay or damage has occurred during an international combined transport, in respect of which an international agreement to which the Republic of Bulgaria is a party is applicable, the provisions of the international agreement shall apply.* The amount of the compensation shall be determined *according to the value of the cargo at the place and at the time of delivery in* accordance with the specific provisions for the types of transport. The amount of the compensation for the loss of or damage to the intermodal transport unit shall be determined according to the value of the assessment, but not more than the value of the intermodal transport unit.

The operator shall not be liable when the loss or damages are due to an error of the consignor or to his order, to an inherent defect of the cargo or to inappropriate packaging, if the consignor has given consent. The operator shall not be liable in the event of an unforeseeable or unavoidable event of an extraordinary nature, which occurred after the conclusion of the contract, which he could not avoid or the consequences of which he could not prevent (force majeure). The actions or inactions of the operator shall not be considered as a circumstance which he could not have prevented. In order to be released from liability, the operator may not refer to the shortcomings of the vehicle with which the transport is performed, as well as to the persons performing functions related to the transport. The operator shall also be released from liability when the absence or damage is the result of special risks, regulated in legal norms, regulating the respective type of transport. *The consignor and the consignee may, without providing other evidence, accept that the cargo has been lost when it has not been delivered within 60 days after the expiry of the agreed delivery period.*

Complaints, claims and prescription - The right to file claims under the contract for combined transport shall have the persons, entitled to a claim against the operator. The transport documents and all other documents proving the claim on grounds and amount shall be attached to the claim. The complaint shall be submitted to the operator or a person authorized by him. Unless otherwise agreed, the operator shall be obliged to decide whether to accept or reject the complaint. The provisions for the separate types of transport shall be applied for the reclamation proceedings. The damages shall be established by acts or ascertainment protocols, drawn up and signed by the carrier and the operator or a person authorized by him in accordance with the provisions for the type of transport. The findings shall refer to the moment of establishing the irregularity, but before the acceptance of the goods by the consignee, and in the absence of cargo - after the expiration of the term for delivery under the contract for combined transport. In the cases when the recipient has not requested the drawing up of the documents, until proven otherwise, the goods shall be deemed to have been delivered in good condition. *The damages in case of international combined transport shall be established in accordance with the procedure and manner determined in the international agreements to which the Republic of Bulgaria is a party. The limitation period for filing claims in the case of combined transport shall be six months, and for international combined transport — within the terms determined in the international agreements to which the Republic of Bulgaria is a party.* These limitation periods shall also be applied to the requests of the operator to the sender and the recipient for uncollected prices, additional fees, duties, expenses and others. These limitation periods shall

start to run from the day when the goods are delivered to the consignee, and in case of loss of the cargo — from the moment of determining the lack of cargo. The sender shall have the right of claim against the operator - until the moment when the consignee releases the transport documents or accepts the cargo, and the consignee - from the moment when he releases the transport documents or accepts the cargo. The right of claim against the operator shall be extinguished within one year, as of the day on which the goods are handed over to the consignee, and in case of lack of the cargo - from the moment of establishing the absence. In case of international combined transport the terms are in accordance with the international agreements to which the Republic of Bulgaria is a party. For the limitation periods, the provisions of the civil legislation for interruption, suspension and renewal of the limitation period, as well as the special provisions for the separate types of transport shall be applied.

The operators offering the combined transport service shall submit the following information relevant authority every six months:

- the transport connections used in the implementation of the combined transport;
- the number of vehicles (the trailer is counted as one vehicle), the interchangeable bodies, the semi-trailers and containers, transported on the different transport connections;
- the mass of the transported goods in tons;
- the performed services in ton / kilometer and other data, determined by the relevant authority.

Ordinance №7 of August 14, 2018 for acquiring a qualification in the profession "Freight Forwarder-Logistician" – This ordinance determines the state educational standard (DOS) for the acquisition of qualification in the profession 840110 "Freight Forwarder-Logistician" in the field of education "Transport" and professional field 840 "Transport Services" according to the List of professions for vocational education and training. The freight forwarder performs activities related to planning, contracting, organizing, managing, controlling and reporting the transport, consolidation, warehousing, processing, packaging and distribution of goods. It also provides ancillary services, such as goods declaration, insurance of goods, collection and payment, provision of documents for goods and others, as well as advisory services related to these activities.

The logistics forwarder operates in accordance with the Commercial Law, the Law on Obligations and Contracts, the Law on Customs, the Law on Excise Duties and Customs Warehouses, the Customs Code of the European Union and relevant by laws, as well as other regulations governing the transport of goods. In carrying out the activity he also observes the internal company rules and regulations. The freight forwarder is responsible for the material and financial results of his work, for the office and information and communication equipment entrusted to him and for the work of his subordinate staff (when any). In his work, the freight forwarder-logistics handles goods and information owned by others and is responsible for their protection. The freight forwarder often works with limited time resources for processing and analysis of rapidly changing information, he has to make quick decisions of high importance, on which depends the activities of other employees in the company or contractors of the company. Communicates with contractors from different geographical areas, with different linguistic and

cultural affiliations, including representatives of local and foreign government institutions. In addition to operational, he often maintains official correspondence with contractors or government institutions and resolves conflict situations. These specifics of work require high self-discipline and organization, responsibility, self-control, resourcefulness, logical thinking, entrepreneurship, initiative, perseverance, resilience to stress, ability to evaluate a large amount of information in a short time, quick and adequate reactions, communication, flexibility in negotiations, teamwork skills and conflict avoidance. Knowledge of a foreign language is extremely important for the successful practice of the profession.

Commerce Act (Commercial Code)[46] (Chapter 25) – Freight forwarding contract

With the forwarding contract the forwarder shall be obliged to conclude, for remuneration, to conclude on his own behalf at the expense of the principal a contract for the carriage of goods. The freight forwarder may carry out all or part of the transport himself. In this case, he has the rights and obligations of the carrier. The freight forwarder may assign to another freight forwarder the performance of the actions and without being authorized to do so by the principal. The principal shall be obliged to notify the freight forwarder of the peculiarities of the cargo. If the packaging of the cargo is not suitable for transportation, the forwarder shall be obliged to warn the principal about this. The freight forwarder shall be obliged to observe the instructions of the principal for the road, the direction and the manner of transport, as well as for the selection of the carriers and of the following forwarders. If the freight forwarder deviates from the instructions of the principal, he shall be liable for the damages, unless he proves that they would have occurred and if he would have followed the instructions. *The claim for damages under the forwarding contract shall be extinguished with a one-year prescription.*

Chapter 26 – Contract of Carriage

With the contract of carriage, the carrier shall be obliged, for remuneration, to transport to a certain place a person, luggage or cargo. The carrier shall be obliged to carry out the transport within the specified term, to keep the cargo from acceptance until delivery, to notify the consignee of the arrival of the cargo and to hand it over to him in the destination. When a bill of lading has not been issued, the carrier shall execute the orders of the shipper for return of the cargo or for its transfer to another person, if he has not handed over the cargo or the bill of lading. The consignor shall be obliged to hand over to the carrier the cargo in a condition fit to withstand the carriage, depending on its type and the special requirements for the separate types of cargo. The consignor shall hand over to the carrier together with the cargo and the documents necessary for the cargo to reach the consignee. When the packaging is clearly inappropriate, the carrier may accept the cargo if the shipper declares in writing that the damages that would occur are at his expense. The shipper may request from the carrier to issue to him for the delivered cargo a bill of lading, which may also be by order. When a bill of lading is issued, the goods shall be handed over to the legitimate bearer of the bill. The shipper shall pay the remuneration upon the conclusion of the contract, unless otherwise agreed. If the remuneration has not been paid by the shipper, it shall be paid by the consignee upon acceptance of the cargo. The carrier shall be liable for the loss, shortage of or damage to the

[46] file:///Users/boston/Downloads/Commerce_Act.pdf , p.142

cargo, unless the damage is due to force majeure, the qualities of the cargo or the obviously inappropriate packaging, if the shipper has given consent. The carrier shall be liable for the damages, which are due to delay in the performance of the transport. The agreement for release from these liabilities shall be invalid. If a lost cargo for which the consignee is compensated is found, the carrier, after taking the necessary measures for its preservation, shall notify the consignee in writing. If the latter accepts the cargo, he must reimburse the compensation received. In case of refusal, the carrier may sell the cargo at his own expense. After the cargo has been received, the carrier shall be liable only if he has been notified of the damages not later than one month from the receipt.

If the carrier performs the transport in whole or in part with the participation of other carriers, he shall be responsible for their actions until the delivery of the cargo. Each subsequent carrier shall enter into the contract and must exercise the rights of the previous carriers, which are specified in the contract of carriage. All carriers are jointly and severally liable. The carrier shall be entitled to a pledge on the cargo for his receivables under the contract. This right is exercised by the last carrier and exists until the rights of all carriers expire. If the consignee cannot be found at the specified address or refuses to accept the cargo, the carrier shall be obliged to keep it or hand it over for safekeeping to others, notifying the shipper in due time. In case of cargo subject to rapid deterioration, the rules for sale of the property in case of delay of the creditor shall apply. The claim for damages under the contract of carriage shall be extinguished with a one-year prescription, the term of which shall begin to run:

- for goods - from the day on which they were handed over to the consignee, and when they have not been handed over - from the day on which they should have been handed over to him.

GEORGIA

Georgia has signed and ratified TRACECA Agreement on the Development of Multimodal Transport, although there is no special law establishing the rights and obligations of a multimodal transport operator at the national level, as well as the limit of its liability.

General rights and obligations of parties involved in transportation process are regulated mostly by the **Civil Code of Georgia[47] -** Under the expedition agreement, the forwarder undertakes to carry out actions related to the shipment of cargo on his own behalf and at the expense of the customer. The outsourcer is obliged to pay the agreed commission. The freight forwarder must, with the good faith of the freight forwarder, send the cargo, select the persons involved in the shipment. At the same time, he must protect the interests of the sender and follow his instructions. The client on the forwarding agent's request promptly provide relevant information about the cargo, as well as to give the necessary instructions to sign the shipping documents, to carry out customs formalities and other performing actions and, if necessary, import tax for the necessary information. In addition, the outsourcer must provide the forwarder with the

[47] https://matsne.gov.ge/document/download/31702/75/en/pdf

necessary documents to confirm the veracity of the said information. In the presence of dangerous goods, the customer must warn the forwarder of the exact type of danger and, if necessary, indicate the safety measures. Cargo, the danger of which was not known to the freight forwarder, may be unloaded, destroyed or neutralized at any time and in any place without the obligation to pay damages. The customer is obliged, if required by the type of cargo, to pack it in accordance with the shipping requirements. If distinguishing marks are necessary for the identification of the consignment, then they shall be affixed in such a way that they are clearly visible before the consignment is delivered. The client shall be liable for the damage caused to the freight forwarder due to the non-fulfillment of the obligations, unless the freight forwarder has not remarked on the absence or defect of the packaging or distinctive mark. Was, or he had information about it while receiving the cargo. The customer may pay a special fee to request the freight forwarder to inspect the cargo separately upon receipt.

The freight forwarder is obliged to insure the cargo only upon receipt of a recommendation from the customer. In the absence of special instructions, the freight forwarder insures the cargo under normal conditions. Unless the customer expressly refuses in writing, the freight forwarder is obliged to insure, at the customer's expense, any damage that may be caused to the customer by the actions of the freight forwarder when fulfilling the order. The freight forwarder is obliged to notify the customer with whom he has concluded a cargo insurance contract. According to the insurance contract, the client must take care of the timely notification of the claim. If notice of damage has been sent to the freight forwarder, he must immediately send notice to the insurer.

If the consignee does not accept the cargo at the point of destination or it is impossible to receive the cargo for other reasons, then the rights and obligations of the freight forwarder are determined by the rules of the contract of carriage. If it is impossible to check the condition of the goods in the presence of the parties, then, until proven otherwise, its receipt is considered evidence of the absence of loss and damage, unless the consignee indicates the general nature of the damage. If the case concerns apparent loss or damage, this must be indicated upon receipt of the goods, and if the case does not involve such loss or damage, no later than three days from the date of receipt of the item.

Unless otherwise agreed, the freight forwarder has the right to carry out the transportation of the goods independently. The exercise of this right should not be contrary to the rights and interests of the client. If the freight forwarder exercises this right, then he also has the rights and obligations of the carrier. If the damage is caused by a third party under the contract, then, at the request of the customer, the freight forwarder is obliged to transfer his claim against the third party, unless the freight forwarder undertakes to use the claim at the expense and risk of the customer. The freight forwarder cannot invoke rules that exclude or limit his liability or shift the burden of proof if he caused the damage intentionally or through gross negligence. The commission is paid after the forwarder has transferred the goods to the transport organization.

Under the contract of carriage, the carrier undertakes to transfer the goods to the destination for an agreed fee. If a loaded vehicle is to be transported on one section of road by sea, rail or air and the cargo is not unloaded, these provisions apply to the entire route.

The contract of carriage is concluded in the form of a bill of lading (or other document). Regardless of the absence of the consignment note, its defect or loss, the content and authenticity of the contract of carriage are determined by the norms of the Civil Code. The waybill is drawn up in triplicate, which are signed by the sender and the carrier. The first copy remains with the shipper, the second is attached to the cargo, and the third remains with the carrier. If the consignment is divided into several shipments, or it is about different types of cargo or is divided into separate lots, then both the sender and the carrier may require the registration of as many shipments as there are shipments or types of cargo. The sender is responsible for all costs and losses incurred due to incorrect or incomplete information. If the required data is not indicated on the consignment note, the sender shall be liable for all costs and losses incurred by the person entitled to send in connection with the failure to indicate such data.

The carrier is obliged to check when receiving the cargo:

- the individual quantity of the cargo, the accuracy of the data on their marks and numbers on the consignment note;
- the external condition of the cargo and its packaging.

If the carrier does not have the proper means to verify the data, he shall enter in the consignment note the conditions which must be fulfilled. In the same way, it must include the conditions relating to the external condition of the cargo and its packaging. These terms are not binding on the consignor unless he has expressly acknowledged them in the consignment note. The consignor may request the carrier to verify the weight of the cargo or its otherwise specified quantity. It may also require the carrier to check the contents of the cargo. The carrier has the right to request reimbursement of costs related to this inspection. The results of the verification should be noted on the invoice.

A bill of lading (bill of lading or other forms received in shipment) before approval to the contrary is proof that a contract of carriage has been concluded, its content has been determined and the cargo has been received by the carrier. If the terms of shipment are not mentioned in the consignment note, it shall be presumed that the cargo and its packaging were in good condition at the time of receipt of the consignment and that the individual quantity of the consignment, its markings and numbers match the data in the consignment note. The shipper shall be liable to the carrier for damage caused by poor quality packaging of the goods to persons, materials and other property, as well as for costs incurred due to poor packaging, unless the defect was obvious or the carrier knew about it and did not make any promises.

The sender is obliged to attach all the documents to the invoice, which are necessary to carry out customs formalities and other similar actions before the shipment is delivered, or to hand over these documents to the carrier and provide him with all the necessary information. The carrier is not obliged to check whether these documents and information are correct and sufficient. The shipper shall be liable to the carrier for damages caused by incompleteness and inaccuracy of documents and data, unless it is the fault of the carrier. The carrier shall be liable for the loss of the documents mentioned in the consignment note and attached to it or transferred to the carrier or their incorrect use; the carrier may not be held liable for more than he would have suffered at the time of the loss of the cargo.

If the consignee, while exercising the right of disposal, has given an instruction on the delivery of the goods to a third party, the latter, in turn, is not authorized to name another consignee. The right of disposal shall be exercised in compliance with the following rules:

- the consignor or the consignee, if he wishes to exercise his right of disposal, must present the first person of the consignment note, which must contain the new instructions given to the carrier, and reimburse him for all costs and damages arose as a result of following instructions;

- the instructions shall be enforceable at the time they are given to the person to whom the instructions are to be given, and may not interfere with the carrier's normal business activities, nor shall it harm the consignor or other consignee;

- the instructions should not lead to the distribution of cargo.

If the carrier is unable to comply with the instructions received, he shall immediately notify the person who issued the instructions. A carrier who fails to comply with the instructions issued in compliance with the requirements of this Article, or complies with them without the request of the first person of the consignment note, shall be liable to the authorized person for damages arising therefrom. If after the arrival of the cargo at the place of destination there are circumstances hindering the transfer of cargo, the carrier must request the instructions of the consignor. If the consignee refuses to accept the consignment, the consignor is entitled to dispose of the consignment himself without presenting the first person of the consignment note. The consignee may request the transfer of the consignment even if he has refused to accept the consignment until the carrier has received instructions to the contrary from the consignor.

When it is it not possible to perform the contract or then the circumstances hinder the transfer of cargo, the carrier may immediately unload the cargo at the expense of the authorized person. Shipping is considered complete after unloading. The carrier must then reserve the cargo for an authorized person. He may entrust the storage of cargo to a third party. In such a case, he is responsible only for selecting a third party. All receivables and expenses from the bill of lading will be reimbursed from the cost of the cargo. The carrier may sell the goods without waiting for the indication of the authorized person, if the goods are perishable, or if the condition of the goods justifies such action, or when the storage costs exceed the value of the goods. He may sell the goods in other cases if he does not receive instructions from either party within the specified time. If the cargo was sold in accordance with these rules, then the amount, excluding the costs related to the cargo, shall be transferred to the authorized person. If these costs are more than the revenue, the carrier can claim the difference.

The carrier shall be liable for loss or damage to cargo in whole or in part, if the cargo was damaged or lost in the delivery of the receipt of the time period, as well as - delivery for delay. The carrier shall be released from liability if the loss, damage or delay in delivery of the cargo occurred through the fault of an authorized person or at the instruction of the same person for which the carrier is not liable; Also, if the defect of the cargo is caused by circumstances which the carrier could not have avoided, nor could their consequences have been avoided. For the purpose of release from liability, the carrier may not indicate either the defect of the vehicle used for the shipment or the fault of the lessor or the employer's service personnel. The carrier shall

be released from liability if the loss or damage of the cargo arose from a special danger related to the circumstances mentioned below, in particular when:

- an open, covered vehicle is used, if its use was directly agreed and mentioned in the consignment note;
- the cargo is not packed or is poorly packaged, which, depending on the nature of the cargo, poses a risk of loss or damage;
- the cargo is inspected, loaded, stored or unloaded by the sender, consignee or a third party acting on them;
- due to the characteristics of certain cargoes, there is a risk of their total or partial loss or damage, in particular, breakage, oxidation, corrosion, drying, spillage, normal loss or exposure to insects and rodents;
- the cargo is insufficiently marked or numbered;
  to transport animals.

The authorized person may consider the cargo lost even without the presentation of additional evidence, if the cargo is not delivered to the place of destination *within thirty days after the expiration of the agreed period of shipment or, if such time has not been set, - sixty days after the cargo should have delivered. The authorized person may, in case of compensation for the lost cargo, request in writing to be notified immediately if the lost cargo appears within one year after the compensation of the lost cargo. This request must also be answered in writing.*

If the carrier is obliged to compensate the damage for the total or partial loss of the cargo, then the compensation for the damage shall be calculated according to the price of the cargo valid at the place and time of delivery of the cargo. The value of the cargo is determined by the exchange price, and in the absence of such a price - by the market price; If there is no such price, then - similarly for cargo of similar type and value. If the time of delivery of the cargo is exceeded and the authorized person proves that damage has occurred due to this, the carrier shall reimburse it only up to the amount of the cost of this cargo. Reimbursement may be made only if there was a special interest in the shipment or the value of the cargo was indicated. Compensation for damage should not exceed the amount that:

- should have been paid in case of complete loss of the cargo, if the whole cargo was completely depreciated as a result of the damage;
- should have been paid in case of loss of the impaired part of the cargo, if only one part of the cargo was depreciated as a result of the damage.

Complaint (claim) and lawsuit - If the consignee receives the consignment without checking its condition with the carrier and does not make a general complaint on loss or damage to the carrier, it shall be presumed that the consignee has received the consignment in the condition indicated on the consignment note. The said complaint must *be submitted on the day of delivery of the cargo, in case of apparently noticeable losses and damages, and in case of externally unnoticed losses and damages - no later than seven days after delivery*. If the case concerns outwardly unnoticed losses and damages, the claim (claim) must be submitted in writing. *If the consignee and the carrier have jointly inspected the condition of the consignment, proof to the contrary of the results of the inspection shall be admissible only if the case relates to outwardly*

unnoticed losses and damages and the consignee does not submit written requests within seven days of receipt. Compensation for damage due to overdue time can be requested only if the consignee submits written requests to the carrier within twenty-one days after delivery. When calculating the terms, the following shall not be counted in these terms: the days of sending, inspecting or delivering the consignment to the consignee.

The limitation period for rights arising from shipments is one year. In case of intentional or gross negligence, this period is three years.

Shipments by consecutive carriers - If the shipment is made under a single contract by several consecutive carriers, each of them is responsible for the entire shipment. The second and each subsequent carrier becomes a party to the contract by receiving the consignment and consignment note. The carrier who receives the cargo from the previous carrier is obliged to hand over the document confirming the receipt of the cargo and the one signed by him. He must indicate his name and address In the first person in the bill of lading. If necessary, the carrier shall enter in the second person of the consignment note the conditions of the cargo received and confirmation of receipt of the cargo.

Claims for damages for loss, damage or delay of shipment, except for a counterclaim or revocation, may be applied only to the first, last or the carrier whose cargo was lost, damaged or the delivery time was exceeded; The same claim may be filed against several carriers. If the carrier has already paid damages, he has the right to reclaim in the following cases:

A) if the carrier causing the loss or damage of the cargo has to compensate the damage compensated by him or by several carriers alone;

B) if the loss or damage to the cargo is caused by two or more carriers, each shall reimburse the corresponding amount of the share of liability; If this cannot be ascertained, then each is liable in proportion to their share of the shipping costs received;

(C) When it is not possible to determine which carrier should be liable for damages, all carriers shall pay in proportion to subparagraph (b).

If one of the carriers is insolvent, the amount payable but still unpaid shall be distributed among the other carriers in proportion to their share of the shipping fee received.

In the **Railway Code of Georgia**[48] Forwarder is defined as a person who, on the basis of a contract concluded with a customer, provides services related to the shipment of goods on his own behalf and at the expense of the customer. Bill of lading is described as a contract of carriage concluded in writing between the railway and the consignor (consignee), accompanies the cargo throughout its course and contains the data on cargo transportation provided by the Civil Code of Georgia and this Code. *The term multimodal (combined) shipment encompasses shipments carried out on the basis of a single contract of carriage, with at least two types of means of transport and a single transport document (shipments by consecutive carriers).*

[48] https://matsne.gov.ge/ka/document/download/14404/6/en/pdf

Direct mixed freight transportation by rail with the participation of other modes of transport **-** Rail carries out direct mixed cargo transportation with the participation of maritime, river, air and road transport enterprises (organizations, etc.). Direct mixed shipment of goods by rail shall be carried out on the basis of a single consignment note and other transport documents accompanying the cargo throughout the journey. The rule of direct mixed shipment of goods shall be determined by the agreements concluded between the relevant types of transport enterprises (organizations, etc.) on the basis of the legislation of Georgia and this Code. The following shall participate in the direct mixed shipment of goods:

- a railway station intended for the provision of services related to the carriage of goods (for the performance of work);
- Seaport, bus station, airport.

Liquid cargo transported by wagon-tank, as well as timber tied to a wagon shall not be accepted for direct mixed transport, except in the case of cargo transportation by ferry. The list of dangerous goods allowed for direct mixed shipment and the cargo that must be accompanied by the consignor (consignee) dispatch shall be determined by the "Rules for the carriage of goods by rail". Cargo transfer in a sealed wagon (container) at the transhipment point is carried out by checking the integrity of the locking device and the compliance with the data specified in the shipping documents. In the case of direct mixed rail-sea freight, its mass shall be determined at the transshipment point at the request of the Party receiving the cargo:

- at the wagon scale - by the railway;
- on the freight scale - by the port.

In the case of direct mixed rail-road transport of cargo, its mass shall be determined by the party who unloads and loads the cargo at the transhipment point, together with the representative of the relevant type of transport participating in the shipment. If a single cargo placed in a container, accepted for shipment with closed or open rolling stock, in accordance with the standard or with the weight specified by the consignor at each freight place, has arrived at the transhipment point with undamaged cargo, it shall be transferred from one type of transport to another. Cargo is distributed in the same way at the destination. In case of signs of loss or damage (spoilage) of the cargo, it shall be relocated (issued) by checking the places with signs of loss or damage (spoilage), taking into account the mass and the actual condition. Cargo, the direct mixed shipment of which is produced by a wagon (container), shall be reloaded after checking the integrity of the wagon (container) and the locking device. The procedure for allocating a wagon (container) in the case of direct mixed shipment of goods and the conditions of its use shall be determined by an agreement concluded between the interested transport enterprises (organizations, etc.). In case of direct mixed shipment of cargo, it is reloaded at the point of reloading:

- by port - in case of transhipment from a seagoing ship and a port warehouse to a freight car, as well as from a freight wagon to a seagoing ship and a port warehouse;
- by railway - when reloading from a freight car and from the warehouse of the railway station to a truck, as well as from a truck to a freight car and to the warehouse of the railway station.

The port shall carry out special preparation and arrangement of cargo wagons and seagoing vessels for placing cargo in several tiers, as well as for attaching heavy weight, large length and volume of cargo. The consignor shall provide the necessary materials for loading, securing and

transporting the cargo in the freight car and on the sea vessel, other equipment for packing means. The fee for the service (work performed) by the port, together with the cost of the materials, shall be indicated in the consignment note and shall be paid by the consignee (consignor). The working conditions of the railway station, port and transport enterprises (organizations, etc.) participating in the direct mixed cargo transportation shall be determined by a joint agreement concluded between the parties, which shall be formed in accordance with the Rules for the Carriage of Cargo by Rail for 3 years. A joint agreement on the change of technical equipment and technology of the railway station or port may be amended in whole or in part at the request of one of the parties before its expiration date. Disputed issues related to the joint agreement shall be resolved in accordance with the rules established by the legislation of Georgia.

In case of direct mixed shipment of goods, the terms of delivery to the place of destination shall be determined taking into account the combination of the established terms of delivery of goods by rail and other types of cargo and shall be calculated in accordance with the rules for calculating delivery times for each type of cargo. In case of violation of the general term of delivery of the cargo to the destination, the property liability shall be borne by the party who violated this term.

In case of direct mixed rail-sea transportation of cargo, the payment of its transportation fee shall be made:

- at the railway station sending the goods - by the consignor, according to the distance of transportation by rail;
- at the port of reloading or cargo - by the consignor (consignee), according to the distance of shipping by sea.

In case of direct mixed sea-rail transportation of cargo, payment of its transportation fee shall be made:

- at the port of shipment - by the consignor, according to the distance of shipping by sea;
- at the railway cargo transfer station - by the consignor (consignee) in accordance with the distance of transportation by rail.

The freight fee may be paid by the freight forwarder who performs the task of the consignor (consignee). A fee specified in the "Rules for the Carriage of Goods by Rail" shall be paid for the delivery (removal) of a wagon (container) by a locomotive at the port. On the basis of a joint agreement, the parameters for fulfilling the norms of reloading from cargo rail vehicles to sea vehicles and vice versa shall be entered in the registration card, taking into account the type of cargo. The form of the registration card and the requirements for filling it out are defined by the "Rules for the Carriage of Goods by Rail". In case of violation of its overload norms during direct mixed rail-sea transportation of cargo, the railway (port) shall be liable for property in the same way as the non-fulfillment of the cargo transportation application. Railway (port) shall be exempt from property liability for violation of cargo overload norms:

- in case of force majeure, when loading and unloading of cargo is prohibited and / or impossible, as well as in case of an accident in a transport enterprise (organization, etc.);
- in other cases of termination or restriction of cargo transportation in accordance with the rules established by the legislation of Georgia.

The responsibilities and rights and obligations of the port and the railway during the loading and unloading of a seagoing ship shall be determined by a joint agreement concluded between them. When a wagon (container) arrives at the railway station or port address due to the consignor (consignee) or freight forwarder or arrives at the place of loading-unloading (reloading) works or is waiting for the release of this place, also at the address of the consignee During the stay at the station, the mentioned persons are obliged to pay the railway a fixed fee for the use of a wagon (container) and storage of cargo for the entire period of its delay. The port ensures the protection of a loaded or empty wagon (container) on the territory of the port. Removal of the locking device from the wagon (container) supplied for transhipment at the transhipment point and installation of the locking device (sealing) on the wagon (container) intended for direct mixed cargo transportation shall be carried out in accordance with the "rail freight" rule. Property liability of railway and other types of transport enterprises (organizations, etc.) for non-protection of cargo received for direct mixed transport shall be determined by the current rules on the relevant type of transport. If the loss of, damage, spoilage or loss of cargo is found to be the fault of the railway or port, the responsibility shall therefore lie with the railway or port. Before filing a lawsuit regarding the transportation of cargo, it is obligatory to submit a written complaint against the railway. The following have the right to file a claim or lawsuit against the railway for the damage caused by local transportation:

- the consignor (consignee) or a person authorized by him, upon submission of the original of the cargo receipt for shipment, on which there is an indication of non-receipt of cargo by the destination railway station - in case of complete loss of cargo;
- the consignor (consignee) when presenting the originals of the consignment note and commercial act - in case of damage, spoilage, loss, degradation of quality of the cargo, etc;
- consignee - in case of delay in delivery of the cargo, with the consignment note;
- Consignee - in case of delay in the issuance of the originals of the transport receipt and the general form deed.

The consignor (consignee) has the right to transfer the authority to file a complaint to another person. In case of direct mixed traffic, claims related to the shipment of goods shall be submitted:

- Destination railway - if the last point of cargo transportation is the railway station;
- the relevant administration of other types of transport, which serves the last point of cargo transportation or which is under the administration of this point.

A claim for the carriage of cargo may be brought against the railway if the railway refuses to satisfy the complaint in whole or in part, or if the railway does not respond to the applicant within 2 months from the date of receipt of the complaint. In case of international transportation the claim can be submitted within the time period specified in the Agreement on International Rail Freight. Deadlines for submitting a complaints are calculated:

- due to damage, spoilage or loss of cargo - from the day of issuance of cargo;
- due to loss of cargo - 10 days after the expiration of the delivery time;
- due to exceeding the delivery time of cargo - from the date of issuance of cargo consignment note;
- refund of the wagon (container) usage fee - from the date of payment of this fee by the claimant;
- due to non-fulfillment of the cargo transportation application - 5 days after payment of the fee;

- due to damage caused by the unauthorized seizure of a wagon (container) belonging to the consignor (consignee) or other enterprise (organization, etc.) by the railway - after the expiration of the term of delivery or delivery of cargo with such rolling stock at the railway station;
- in other cases arising in connection with the shipment - from the date of occurrence of the event which became the basis for filing the claim.

The Railway is obliged to review the complaint and notify the applicant of the results of its review in writing to the applicant within 2 months from the date of receipt of the claim. If the railway recognizes the claim, it is obliged, within 2 weeks from the date of notification of the claim, to compensate the applicant for the damage caused during the shipment of cargo. If the claim is submitted with incomplete documents attached, it must be returned to the applicant without consideration within 10 days. If the railway partially satisfies or rejects the claim, the answer shall state the grounds for the decision. In this case, the documents submitted with the claim are returned to the applicant. The railway has the right to submit a claim to the consignor (consignee) or another person within the timeframe established by the legislation of Georgia.

For exceeding the cargo capacity of the wagon (container), the consignor shall pay the railway for the transportation of the extra cargo in the amount of five times. The consignor also reimburses the railway for the cost of unloading and storing the extra cargo and the damage caused by the accident caused by the overloading of the wagon (container). In case of damage or loss of the wagon (container) or its removable parts and wagons supplied by the railway, the consignor (consignee) and other relevant person due to which the wagon (container) or its details and fittings have been damaged or lost, are obliged to either reimburse the railway for the damage caused by this damage in the amount of three times the value, and if repair (return) is not possible - pay their triple value. If the railway has damaged a wagon (container) belonging to the consignor (consignee) or another person, the railway shall be obliged to repair such a wagon (container) or to compensate the owner for the damage caused by the damage to the wagon (container) in the amount of three times the value. In case of loss of the wagon (container) belonging to the consignor (consignee) or another person, the railway shall, at its request, transfer the relevant type of wagon (container) with the right of free use for a certain period, and if the railway fails to return the lost wagon (container) to the owner within 3 months, to transfer it to him in ownership, in accordance with the rules established by the legislation of Georgia. The procedure for replacing a wagon (container) leased, damaged or lost by the railway shall be determined by the lease agreement. If the railway, with the consent of the consignor, has supplied him with an empty, uncleaned carriage (container) with open hatches, doors and removable fasteners, the railway shall reimburse the consignor for the cost of the relevant work. The consignor is given a reasonable time to fulfill them. If the consignee violates the requirements, he/she shall be obliged to reimburse the railway for the costs of the provided works and to pay the wagon (container) usage fee in accordance with the Railway Tariff Policy. In case of late delivery of cargo to the destination of international shipment, as well as late delivery of empty wagons owned by the consignor (consignee) to the place of destination, the railway or the party due to the delay in direct mixed shipping shall pay compensation for international freight.

If, at the request of the consignee, the cargo is not delivered to him within 30 days after the expiration of the period of delivery of the cargo, in case of direct mixed shipment within the period provided for in the Agreement on International Rail Freight, the cargo shall be considered lost. If the cargo has been delivered after the expiration of the specified period, the consignee has the right to receive it if the railway reimburses the compensation received for the loss of cargo. If the consignee refuses to accept the cargo or does not dispose of it within 4 days after receiving the notice of delivery of the cargo, the railway shall have the right to sell the cargo in accordance with the rules established by the legislation of Georgia. The railway shall compensate the damage caused by the cargo transportation in the following amounts:

- in case of loss or loss of cargo - in the amount of the value of the lost cargo or loss;
- in case of damage (spoilage) of the cargo - in the amount of the amount by which its value was reduced, and if it is impossible to recover the cargo - in the amount of its total value;
- in case of loss of cargo of declared value - in the amount of all or part of its declared value, which corresponds to the lost, damaged, spoiled or lost part of the cargo. The cost of the cargo is determined in accordance with the rules established by the legislation of Georgia.

THE ISLAMIC REPUBLIC OF IRAN

By present time the Islamic Republic of Iran has not signed the TRACECA agreement on the development of multimodal transport and has no specific national legislative acts on the subject. However, Iran is making significant efforts to develop its transit potential, to grow the national trade turnover as well as increasing of transport services[49].

In the context of regulating transportation by two or more modes of transport and establishing the limits of liability of the carrier or the entity responsible for organizing transportation, some legal norms are contained in the Civil Code, which was adopted in 1928 and amended in1969 as well as in 1982-1983[50].

Section 3 **of the Civil Code[51]** contains provisions “Regarding the Effect of Contracts”. Article 221 stipulates “If any party undertakes to perform or to abstain from any act, he is responsible to pay compensation to the other party in the event of his not carrying out his undertaking provided the compensation for such losses is specified in the contract or is understood in the contract according to customary law or provided such compensation is by law regarded as guaranteed.” Article 222 regulates and fixes that “in case of failure to comply with the above-mentioned stipulations, a judge can, while observing the above Article authorize the party in whose favor the undertaking was made to perform the act in question himself and condemn the defaulting party to compensate the expenses incurred.”

Article 516 establishes that "Contracts of carriage by land, sea or air provide for the same obligations with regard to the protection and care of things entrusted to the carrier as contracts for storage; therefore, if there is overuse or abuse, (that person) shall be liable responsibility for

[49] https://www.tehrantimes.com/news/470625/Transit-of-goods-via-Iran-increasing
[50] https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=42163
[51] https://www.refworld.org/pdfid/49997adb27.pdf

the destruction or damage of the thing that received the thing for transportation; and this responsibility is assigned to him from the day the things are delivered." Article 517 notes that the provisions of Article 509 also apply to the carriage of goods, which in turn states that when hiring animals, a condition may be placed that if the owner does not deliver the goods to their destination at the appointed time, a certain amount will be deducted from the hire.

Certain provisions related to the liability are contained in **the Commercial Code of Iran**.[52] It should be noted that the responsibility of the carrier in Iranian legislation is based on the presumption of guilt, in contrast to the UN conventions (for example, CMR, CIM, Montreal Convention) and international rules for transportation, where the presumption of innocence is fundamental. Thus, in articles 386 and 387 of the Commercial Code, it is stipulated that the carrier is liable for a delay in delivery, for the loss of goods, and in a case of damage during transportation, is responsible for its repairment.

The Iranian Maritime Code consist of juridical norms on the transportation by sea and aligned in general points with the Hamburg Rules, nevertheless issues of liability limits and maritime contract details needs revising in accordance with latest international documents.[53]

Procedure for transit transportation in details and package of necessary documents contain in **"The Law of Transit of Foreign Goods through the Territory of Islamic Republic of Iran"**[54] and "Implemental Regulations of the Law of Transit of Foreign Goods through the Territory of Islamic Republic of Iran", that provided transit clearance procedures. Article 29 of the Implemental Regulation guides that the following documents are required for transit declaration:

For the goods arrived by land:
1. C. M. R, in case of submission of photocopy, the presentation of its original to the transiting customs is obligatory for the purpose of certification and confirmation.
2. Photocopy of invoice.
3. Photocopy of packing list in cases of non-uniform commodity.

For the goods arrived by sea:
1. A copy of bill of lading.
2. Delivery order of transit goods.
3. Photocopy of invoice.
4. Photocopy of packing list in cases of non-uniform commodity.

For goods arrived by train:
1. Bill of lading or its photocopy confirmed by the Railway Company of Islamic republic of Iran.
2. Photocopy of invoice
3. Photocopy of packing list, if necessary.

For goods arrives by air:
1. Airway bill or its photocopy verified by the concerned airline or its agent.
2. Photocopy of invoice.

[52] https://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=79503&p_country=IRN&p_count=168&p_classification=01.03&p_classcount=15
[53] https://hal.archives-ouvertes.fr/hal-03321374/document
[54] http://www.vertic.org/media/National%20Legislation/Iran/IR_Law_Foreign_Goods.pdf

3. Photocopy of packing list, if necessary.

There is no definition of a multimodal operator as such in Iranian legislation, but the definition of forwarder is used in an equivalent sense. In November 2015 the Iranian Chamber of Commerce, Industries, Mine and Agriculture (ICCIMA) established and registered the **Transportation and Logistics Federation of Iran (TLFI)** that joined as a members Iranian unions associations, institutes and employer's communities in the field of international road, air, maritime, port, rail transportation and logistics.[55] In accordance to the national law "On the Continuous Improvement of the Business Environment of Iran" all Iranian national associations involved in the international transport industry have been required to become members of TLFI. Since 2021 TLFI is Association Member of FIATA and provides its members with various services both legal and freight forwarder as well as training courses.

THE REPUBLIC OF KAZAKHSTAN

To date, Kazakhstan has not adhered to the TRACECA agreement on the development of multimodal transport, however, the issues of multimodal transport have been regulated well at the national legislative level.

The Civil Code provides for "Article 694. Multimodal transportation"[56], which clarifies that the relationship during transportation by two or more modes of transport (multimodal transportation) under a single consignment note (single bill of lading), as well as the procedure for organizing these transportations are determined by agreements between participants in a mixed transportation concluded in accordance with the legislative acts of the Republic of Kazakhstan on transport.

On December 28, 2015, the Law of the Republic of Kazakhstan "On Transport"[57] was amended in terms of multimodal transportation. Thus, the current version of the Law defines multimodal transportation, the content of the multimodal transport agreement and the agreement of interaction in multimodal transport, the rights and obligations of the multimodal transport operator and carriers, as well as the rules regarding the single consignment note.

In accordance with the Law, rail, sea, inland waterway, air and road transport creates a multimodal transport system using the principles of transport logistics and the use of transport infrastructure. The participants of multimodal transport are the client (consignor, consignee, passenger, charterer), multimodal transport operator and carriers of various modes of transport. The procedure and conditions for the implementation of multimodal transport, the main provisions and the procedure for concluding contracts for multimodal transport and interaction in multimodal transportation are established by the rules of multimodal transport, approved by the authorized state body.

[55] http://tlfi.ir/en/home.php
[56] https://kodeksy-kz.com/ka/grazhdanskij_kodeks_osobennaya_chast/694.htm
[57] https://adilet.zan.kz/eng/docs/Z940007000_

The Rules for Mixed (Multimodal) Transportation (hereinafter referred to as the Rules)[58] were developed in accordance with the Law "On Transport" and determine the procedure and conditions for the implementation of multimodal transport, the main provisions and procedure for concluding multimodal transport agreements and interaction in multimodal transport, the form and procedure for filling out a single consignment note (single bill of lading), the amount of losses for delay and the procedure for determining them.

Kazakh legislation defines the multimodal transport as transportation by two or more modes of transport under a single consignment note (single bill of lading). Multimodal transport operator is defined as an individual or legal entity organizing multimodal transport in line with the mentioned Law. The Rules for Multimodal Transport gives a broad definition of multimodal transport operator, such as the operator who organizes multimodal transport and concludes a multimodal transport agreement with the client (consignor, consignee, passenger, charterer) for the carriage of goods.

The law defines two types of contracts:

- multimodal transport contract - an agreement concluded *between the multimodal transport operator and the client (consignor, consignee, passenger, charterer) for multimodal transport*, The operator selects the modes of transport and the optimal route for each multimodal transport, unless otherwise provided by the multimodal transport contract.
- Contract of interaction in multimodal transport - an agreement concluded *between the operator of multimodal transport and carriers of various types of transport*. A contract of interaction in multimodal transport is concluded between the operator and carriers of various types of transport after the conclusion of a multimodal transport agreement between the operator and the client.

A multimodal transport agreement must contain:

1) the rights and obligations of the client (consignor, consignee, passenger, charterer) and multimodal transport operator;
2) responsibility of the client (consignor, consignee, passenger, charterer) and multimodal transport operator;
3) the procedure for filling out a single consignment note (single bill of lading);
4) terms and conditions of delivery;
5) destinations;
6) the volume of cargo;
7) cost and payment procedure.

A multimodal transport agreement may contain other conditions for organizing multimodal transport that are not provided for by the above-mentioned Law and the rules of multimodal transport. According to the multimodal transport agreement, the client provides the operator with information about the cargo and the conditions of its carriage, which is necessary to fill out a single consignment note (single bill of lading) and carry out transportation. The client provides

[58] https://adilet.zan.kz/rus/docs/V1500012569

the cargo to the operator upon presentation of the first copy of the single consignment note (single bill of lading). Upon receipt of the cargo under its jurisdiction, the operator presents it to the first carrier involved in multimodal transportation to move the cargo along its section of the route. Upon arrival of the cargo at the destination, the last carrier hands in the delivered cargo to the person indicated in the single consignment note (single bill of lading), who was promptly notified of the arrival of the cargo, in accordance with the multimodal transport agreement. The client may require the operator to stop carriage or return the goods or make another order in accordance with the provisions of the multimodal transport agreement. If the client made an instruction to change the route, final point of delivery, change the consignee, to suspend the carriage of goods or to change other essential conditions of the original multimodal transport agreement, which led to additional costs, the client will compensate these costs. All instructions from the client to amend the multimodal transport agreement must be made in writing and within the time period specified in the multimodal transport agreement. In addition to the following rights, the multimodal transport operator also has other rights established by the laws of the Republic of Kazakhstan and the multimodal transport agreement:

1) refuse to carry out multimodal transportation of cargo, which, in terms of its properties, weight and dimensions, does not correspond to the data on the cargo specified in the multimodal transportation agreement;
2) in the event that it is not possible to deliver the goods due to force majeure to a new destination specified by the client (consignor, consignee, passenger, charterer), refuse multimodal transport and return the goods to the consignor, having previously notified him of this. In this case, the additional costs of the multimodal transport operator are paid by the consignor (consignee), unless otherwise provided by the contract;
3) demand from the client (consignor, consignee, passenger, charterer) the proper performance of obligations under the multimodal transport agreement.

The multimodal transport operator is obliged:

1) Accept the cargo within the specified time frame;
2) organize the carriage of goods using various types of transport from the point of departure to the point of destination;
3) provide monitoring of the movement of cargo at each stage of transportation;
4) ensure the safety of the cargo along the entire route;
5) ensure the delivery of the goods on time;
6) ensure the delivery of the goods to the person authorized to receive the goods (consignee).

The multimodal transport operator also bears other obligations established by the laws of the Republic of Kazakhstan and the multimodal transport agreement.

Among other rights in accordance with the laws of the Republic of Kazakhstan and the multimodal transport agreement, the client (consignor, consignee, passenger, charterer) has the right:

1) receive information on the route, composition and types of transport for the carriage of the declared cargo;

2) require the multimodal transport operator to properly fulfil the obligations under the multimodal transport agreement;
3) claim compensation for damage caused in multimodal transport, upon presentation of written documentary evidence.

The client (consignor, consignee, passenger, charterer) is obliged:

1) provide the cargo to the multimodal transport operator in accordance with the time specified in the multimodal transport contract;
2) pay the multimodal transport operator for all payments due stipulated in the multimodal transport contract.

Interaction agreement for multimodal transport - For the implementation of multimodal transport, the operator concludes an agreement for interaction with the carriers of various types of transport in multimodal transport. The contract of interaction for multimodal transport must contain:

1) the rights and obligations of the multimodal transport operator and carriers involved in multimodal transport;
2) conditions and procedure for multimodal transport;
3) cost and payment procedure;
4) the procedure for interaction between carriers and transhipment of cargo from one type of vehicle to another;
5) the procedure for filling out a single consignment note (single bill of lading);
6) terms and conditions of delivery.

In the case of acceptance of goods by carriers after the announced deadline for their acceptance for multimodal transport, the costs of changing the conditions of carriage (storage, readdressing, increase in the freight charge) shall be borne by the carrier, unless otherwise provided by the interoperability agreement for multimodal transport. During the period of opening or closing of navigation, in agreement with the operator and carriers of other types of transport, sea and river ports establish the start and end dates for the acceptance of cargo by the ports from the carriers. The operator does not allow the carriage of goods by the carrier by water transport after the end of the navigation period. Multimodal transportation and handling of goods are carried out through railway stations, ports, bus stations, airports, transport and logistics centres. When reloading cargo, the carrier who delivers the cargo and the carrier who accepts the cargo or the consignee check the safety of the cargo and its compliance with the information specified in the single consignment note (single bill of lading).

In line with the interaction agreement for multimodal transport, the multimodal transport operator has the right:

1) refuse to the carrier in multimodal transportation of goods, if the carrier's vehicle by its properties, weight and dimensions does not correspond to the parameters of the cargo specified in the contract of interaction for multimodal transport;
2) in the event that it is not possible to deliver the goods due to force majeure to a new destination specified by the client (consignor, consignee, passenger, charterer), refuse multimodal transportation and ensure the return of the goods to the consignor, having

previously notified him of this. Additional costs of the carrier are reimbursed by the multimodal transport operator, unless otherwise provided by the contract;
3) demand from the carrier the proper fulfilment of obligations under the interaction agreement for multimodal transport;
4) claim compensation for damage caused in multimodal transport, upon presentation of written documentary evidence.

The multimodal transport operator also has other rights established by the laws of the Republic of Kazakhstan and the agreement on interaction in multimodal transport.

The multimodal transport operator is obliged to hand over the goods to the carrier within the established time limits. The multimodal transport operator also bears other obligations established by the laws of the Republic of Kazakhstan and the agreement on interaction in multimodal transport.

Besides other rights established by the laws of the Republic of Kazakhstan and the agreement on interaction in multimodal transport, the multimodal transport carrier has the right:

1) refuse multimodal transportation of cargo, which, in terms of its properties, weight and dimensions, does not correspond to the data on the cargo specified in the contract for interaction in multimodal transport;
2) unload the cargo if further transportation of the cargo threatens the safety of transportation and the safety of the cargo.

The multimodal transport carrier who also bears other obligations established by the laws of the Republic of Kazakhstan and the agreement on interaction in multimodal transport is obliged:

1) immediately notify the multimodal transport operator about the threat to the safety of transportation and the safety of goods on its route, comply with the instructions received from the multimodal transport operator, as well as the actions taken by him to ensure the safety of transportation and the safety of goods;
2) when accepting the goods, check the accuracy of the entries in the single consignment note (single bill of lading) regarding the cargo and its packaging;
3) control the stowage and securing of cargo in order to comply with the established norms for loading the vehicle, to ensure the safety of transportation and the safety of the cargo;
4) provide the multimodal transport operator with information on the route, composition and types of transport for the transportation of the declared cargo;
5) provide the operator with the ability to track the location of the cargo on the corresponding section of transportation;
6) transfer the cargo to the next multimodal transport carrier within the period specified in the interaction agreement for multimodal transport or to a person authorized to receive the cargo (consignee).

The client pays to the operator a fee for the organization and implementation of multimodal transport in accordance with the multimodal transport agreement. The operator provides settlements with all participants in multimodal transport in accordance with the agreement for interaction in multimodal transport. Charges for the carriage of goods, additional charges and

other payments arising in the case of multimodal transport of goods are determined by the multimodal transport agreement and the agreement of interaction for multimodal transport.

The provision of services and the fulfilment of the conditions of the multimodal transport agreement is certified by a single consignment note (single bill of lading), which is drawn up in the form in accordance the above-mentioned Rules and confirms the acceptance of the cargo by the operator into its jurisdiction, as well as his obligation to deliver the cargo in accordance with the terms of the contract multimodal transport. For international multimodal transportations, a single consignment note (single bill of lading) of an international standard adopted by international organizations is used.

In case of multimodal transportations, a single consignment note (single bill of lading) is drawn up at the point of acceptance of cargo for transportation (point of departure). A single consignment note (single bill of lading) is drawn up in four copies:

- the first copy is handed over to the client upon signing it before the start of multimodal transportation;
- the second copy remains with the operator upon signing it before the start of multimodal transport;
- the third copy is transferred to the first carrier performing multimodal transport, with its subsequent transfer to the next carrier performing multimodal transport, and follows with cargo along the entire route, regardless of the number of carriers and the modes of transport used;
- the fourth copy follows along with the third copy and is handed over to the consignee upon signing it at the time of delivery.

At the decision of the operator and the client, the number of copies of a single consignment note (single bill of lading) can be changed. The form of the single consignment nor (single bill of lading) is approved by the Rules on Multimodal Transport. A single consignment note (single bill of lading) is drawn up in writing and contains the following information:

1) the name of the operator and his address;
2) the name of the client and his address;
3) the name of the consignee and his address for notification;
4) the name of the cargo, its general nature, value, marking (code), type, characteristics, weight and dimensions of the cargo required for the identification of the cargo;
5) the date of acceptance of the cargo by the operator;
6) point of departure (place of loading);
7) point of destination (place of delivery of the cargo);
8) the time of delivery of the goods to the place of destination, if it is expressly agreed by the parties;
9) the date of signing the unified consignment note (unified bill of lading), acceptance of the cargo by the operator into its jurisdiction;
10) a list of accompanying documents attached by the client;
11) the number and marks of seals (if available, in accordance with the rules adopted for each mode of transport involved in the carriage);
12) signatures of participants in multimodal transport;

13) the route of transportation and the types of transport used;
14) the name of carriers participating in multimodal transport;
15) other data that may be included in a single consignment note (single bill of lading) as agreed by the participants in multimodal transport, if they do not contradict the legislation of the Republic of Kazakhstan.

The front side of a single consignment note (single bill of lading), containing the information specified in subparagraphs 1) -10), is completed by the operator, signed by the client and the operator, which confirms the receipt of the cargo by the operator. The reverse side of a single consignment note (single bill of lading), containing the information specified in subparagraphs 11) -15), is completed by the operator, signed by the operator and the first carrier performing multimodal transport, which confirms the receipt of the cargo. If necessary, a single consignment note (single bill of lading) is supplemented by carriers along the route, and the number of carriers indicated on the reverse side of a single consignment note (single bill of lading) may be changed, unless otherwise provided by the interaction agreement for multimodal transport. To a single consignment note (single bill of lading), if necessary, a shipping document (a set of shipping documents) is attached, determined for the type of transport used in the manner prescribed by Article 36 of the Law of the Republic of Kazakhstan dated December 8, 2001 "On Railway Transport"[59], Article 30 Of the Law of the Republic of Kazakhstan dated July 4, 2003 "On Automobile Transport"[60] and drawn up for the type of transport that will be used for transportation from the point of departure.

In accordance with the Civil Code (Article 703) of the Republic Kazakhstan, for loss, damage, damage, shortage of cargo, carriers in multimodal transportation are jointly and severally liable to the consignor (consignee). The last carrier is liable for the delay, unless he proves that the delay was not the fault of the carriers. Civil Code also regulates freight forwarding activities. The chapter 35 is totally devoted to this issue. The Civil Code defines freight forwarding contract as one party (the freight forwarder) undertakes, for a fee and at the expense of the other party (the client - the sender of the goods, the recipient of the goods or another person interested in the services of the freight forwarder), to perform or organize the provision of the services specified in the freight forwarding agreement, related to the carriage of goods, including concluding on behalf of the client or on his own behalf the contract(s) for the carriage of goods. As additional services, a freight forwarding agreement may provide for the implementation of such operations necessary for the delivery of goods as obtaining documents required for export or import, performing customs and other formalities, checking the quantity and condition of the cargo, loading and unloading it, paying duties, fees and others. costs incurred by the client, storage of cargo, its receipt at the point of destination, as well as the performance of other operations and services. With the consent of the client, the freight forwarder can decide by himself what type of transport to use in order to deliver the client's goods, taking into account the interests of the client, the level of tariffs and delivery times. The contract of transport forwarding is concluded in writing. The client must issue authorization to the forwarder if it is necessary for the performance of his duties. The client is obliged to provide the forwarder with documents and other information about the properties of the cargo, the conditions of its carriage, as well as other information

[59] https://kodeksy-kz.com/ka/o_zheleznodorozhnom_transporte/36.htm
[60] https://kodeksy-kz.com/ka/ob_avtomobilnom_transporte/30.htm

necessary for the forwarder to fulfil the obligations stipulated by the contract. The forwarder is obliged to inform the client about the discovered deficiencies of the information received, and in case of incomplete information, request the client for the necessary additional data. If the client does not provide the necessary information, the forwarder has the right not to start performing the relevant duties until such information is provided. The client is liable for losses caused to the forwarder in connection with the violation of the obligation to provide information. If the freight forwarder's obligation to fulfil his duties personally does not follow from the freight forwarding agreement, the freight forwarder shall have the right to involve other persons in the performance of his duties. The imposition of the performance of the obligation on a third party does not relieve the forwarder from liability to the client for the performance of the contract. If the freight forwarder proves that the violation of the obligation was caused by improper performance of the contracts of carriage, the freight forwarder's liability to the client is determined by the same rules according to which the corresponding carrier is responsible to the freight forwarder.

The course of the limitation period begins from the day when the person learned or should have learned about the violation of the right. For obligations with a specific performance period, the limitation period begins upon the end of the performance period. For obligations, the term of performance of which is not determined or is determined by the moment of demand, the course of the limitation period begins from the moment the demand for performance of the obligation is presented, and if the debtor is granted a grace period for the performance of such a requirement, the calculation of the limitation period begins at the end of the specified period. For recourse obligations, the limitation period begins from the moment the main obligation is fulfilled.

The multimodal transport operator or the carrier participating in multimodal transport, unilaterally, in the event of a dispute, are subject to assessment by the court along with other documents certifying the circumstances that may serve as the basis for the liability of the carrier, sender or recipient of cargo. If the quality of the cargo has changed so much that it cannot be used for its intended purpose, the recipient of the cargo is entitled to refuse and demand compensation for its loss. In cases of loss or shortage of cargo, multimodal transport operator to the client (consignor, consignee, passenger, charterer) and the carrier to the multimodal transport operator, together with the payment of compensation, shall return the payment for the carriage of the lost cargo to the operator of multimodal transportations, or luggage. The cargo is considered ***lost if the cargo has not arrived at the destination of carriage within seven days after the expiration of the delivery period.***

Prior to filing a claim against the multimodal transport operator or the carrier, in respect of disputes related to transportation, it is mandatory to file a complaint (notice) against him/her. Complaints can be submitted ***within three months, and complaints for payment of fines and penalties within one month.*** If the claim is rejected or the response is not received within the time period established by this article, the applicant has the right to file a claim. ***The limitation period and the procedure for filing claims in disputes related to international carriage are established by international treaties, agreements or conventions.***

For delay in delivery of cargo *in multimodal transportation, the carrier pays to the multimodal transport operator, and the multimodal transport operator to the client (consignor, consignee, passenger, charterer) a fine of five percent of the carriage charge for each day of delay, but not*

more than fifty percent of the carriage charge. The shipper is liable to the carrier for all losses that may arise due to the inaccuracy, incompleteness or incorrectness of the information specified in the transport documents.

Thus, all issues covering multimodal transportation in the Republic of Kazakhstan are described in detail and fixed in the Multimodal Transport Rules. At the legislative level, the type of a single document for this type of transportation is also defined. At the same time, the Rules do not cancel the use of other transportation documents for various modes of transport. The form of a single document combines the main columns of waybills used in rail, road and sea transportation. The single document itself is an additional document which does not facilitate multimodal transport and can only be used for domestic transport and not for international.

KYRGYZ REPUBLIC

Kyrgyz Republic is one of the six member-states that have signed the TRACECA Agreement on the Development of Multimodal Transport, and the Law "On Road Transport" dated of July 19, 2013 No.154 enshrines the concept of multimodal transportation.[61]

Another national Law on Transport in its Article 10 defines "Direct mixed traffic"[62], that provides authorized body in the field of transport to determine the procedure for organizing the transportation of goods in direct mixed traffic.

The Charter of the Railway of the Kyrgyz Republic (Articles 66-81)[63] contains the most detailed information, which describes the procedure for organizing transportation, responsibility for multimodal transportation, weighing, the procedure for using containers, requirements for the equipment of wagons and ships, etc). It also authorizes the competence body in the field of transport to develop and approve the Rules for the carriage of goods in direct mixed traffic.

With regard to general issues of transport regulation in the country, all information is contained in the Civil Code of the Republic of Kyrgyzstan[64]. The above-mentioned legislative acts will be described in details below.

Civil Code of the Kyrgyz Republic - Under the contract of freight forwarding, the freight forwarder undertakes to perform or organize the performance of services related to the carriage of goods, as defined in the contract, for or at the expense of the customer - the consignor or consignee. The contract of freight forwarding may provide for the obligation of the freight forwarder to organize the carriage of goods by transport and on the route chosen by the freight forwarder or the client, to conclude a freight forwarder's contract (agreements) on behalf of the client or himself, to ensure delivery and acceptance. As an additional service, the contract of freight forwarding includes obtaining the documents required for export or import, the

[61] http://cbd.minjust.gov.kg/act/view/ru-ru/203963
[62] http://cbd.minjust.gov.kg/act/view/ru-ru/97?cl=ru-ru
[63] http://cbd.minjust.gov.kg/act/view/ru-ru/7356?cl=ru-ru
[64] http://cbd.minjust.gov.kg/act/view/ru-ru/4?cl=ru-ru

performance of customs and other activities, checking the quantity and quality of cargo, its loading and unloading, payment of duties, fees and other costs incurred by the customer. storage of cargo, acceptance of it at the place of destination, as well as performance of other operations and services provided by the contract. The terms of performance of the contract of freight forwarding shall be determined by agreement of the parties, unless otherwise provided by the law on freight forwarding.

The customer must provide the freight forwarder with documents and other information on the properties of the cargo, the conditions of its transportation, as well as other information necessary for the freight forwarder to perform the duties provided for in the contract of freight forwarding. The customer shall be liable for damage caused to the freight forwarder in connection with the violation of the obligation to provide the required information.

If the contract of freight forwarding does not stipulate that the freight forwarder must perform his duties personally, the freight forwarder shall have the right to involve other persons in the performance of his duties. Enforcement of the obligation to a third party does not release the freight forwarder from liability to the customer for the performance of the contract.

Liability for breach of obligation – a person who fails to perform or improperly fulfils an obligation shall bear liability in the event of a fault (intentional or negligent) committed, unless the law or contract provides for other grounds for liability. A person shall be presumed innocent if he takes all necessary measures to properly perform the obligation in accordance with the circumstances of the obligation and the level of care and vigilance required of him under the terms of circulation. The absence of guilt shall be proved by the person who violated the obligation. If the non-performance or improper performance of the obligation is the fault of both parties, the court shall reduce the amount of the debtor's liability accordingly. The court may also reduce the amount of the debtor's liability if the creditor intentionally or through negligence contributed to the increase in the amount of damage caused by non-performance or improper performance of the obligation or did not take appropriate measures to reduce its amount. In cases where limited liability is established for non-performance or improper performance of an obligation, the damage may be compensated by a fine, or on top of it, or the part to be reimbursed up to the limits established by such restriction. The right to full indemnification (limited liability) may be limited by law for certain types of liabilities and obligations related to a particular type of business.

Transportation of goods - Under a contract of carriage, the carrier undertakes to deliver the goods entrusted to him by the supplier to the appropriate point and hand it over to the person (consignee) authorized to receive the cargo, and the sender undertakes to pay the established fee for transportation. The conclusion of a contract of carriage shall be confirmed by the conclusion of a transport consignment note (bill of lading or other document provided for in the charters and codes of transport). The relations of transport organizations in the carriage of goods by any means of transport under a single transport document, as well as the procedure for organizing these carriers shall be determined by agreements between the respective types of transport organizations. The carrier shall bear liability established by the transport charters and codes, as well as by agreement of the parties, for failure to provide vehicles for transportation of goods in accordance with the accepted application (order) or other agreement, and for failure to provide cargo or use the provided vehicles for other reasons. The carrier and the consignor shall

be released from liability in case of non-delivery of vehicles or non-use of the transferred vehicle, if:

- force majeure, as well as natural disasters (fires, landslides, floods) and military actions;
- suspension or restriction of transportation in certain directions in the manner prescribed by transport charters or codes;
- in other cases stipulated by transport charters or codes.

If the carrier does not prove that the loss, shortage of or damage to the cargo was due to circumstances that he could not remove or the removal was not related to him, is responsible for the safety of luggage. Damage caused during the carriage of goods or shall be reimbursed by the carrier in the following amounts:

- in case of loss or shortage of cargo - in the amount of lost or missing cargo;
- in case of damage to cargo - in the amount of its reduced value, and if it is impossible to restore the damaged cargo - in the amount of its value;
- in case of loss or shortage of the cargo delivered for carriage with the declared value - in the amount of the declared value of the cargo.

The value of cargo is determined on the basis of its price indicated in the seller's invoice or stipulated in the contract, and in the absence of an invoice or in the contract - in relative circumstances, usually based on the price received for such goods. If the freight fee for transportation of lost, reduced, damaged cargo is not included in the value of the cargo, the carrier shall return this fee to the consignor (consignee) along with the established damage related to loss, shortage, damage.

Prior to filing a claim against a carrier arising from the carriage of goods, a complaint must be brought against him in accordance with the procedure provided for in the transport charters or codes. In the event that the carrier refuses to satisfy the complaint in full or in part or does not receive a response from the carrier within thirty days, the consignor or consignee may file a claim against the carrier. The limitation period for claims arising from the carriage of goods shall be established for one year from the moment it is determined in accordance with Article 208 of this Code. Article 208 stipulates that limitation period shall begin on the day following the calendar day or on the day following the day on which the beginning of the event is determined.

Documents drawn up by the carrier unilaterally on the reasons for non-storage of cargo (commercial act, act of general form, etc.) must be evaluated along with other documents certifying the situation, which may be the basis for liability of the carrier, consignor or consignee.

Law of the Kyrgyz Republic on Road Transport[65] - Multimodal transportation is defined as transportation performed by several types of transport. The conclusion of a contract of carriage shall be confirmed by a bill of lading.

Bill of lading shall be drawn up by the shipper. The form and procedure for filling out the bill of lading shall be established by the rules of carriage of goods. Documents provided by sanitary, customs, quarantine and other rules, as well as certificates, quality passports, certificates, other

[65] http://cbd.minjust.gov.kg/act/view/ru-ru/203963

items established by the legislation of the Kyrgyz Republic, other normative legal acts shall be included in the consignment note for the purpose of unimpeded transportation of goods.

The contract of carriage may be concluded by the carrier on the acceptance of the order for execution, and in the presence of an agreement on the organization of carriage at the request of the consignor. Mandatory details of the order, application and the procedure for their registration shall be established by the rules of carriage of goods. Road transportation of goods of a commodity nature shall be formalized by a bill of lading. Goods of a commodity nature not registered with the bill of lading shall not be accepted for road transport. Carriage of goods of a non-commodity nature (soil dumping, snow and other cargo on which warehousing is not performed) may be formalized by a certificate of measurement or a certificate of weighing. The procedure for drawing up such acts, as well as the procedure for acceptance and transfer of goods of a non-commodity nature, shall be established by the rules of carriage of goods. If the legislation of the Kyrgyz Republic stipulates the need for additional documents accompanying the cargo (certificate of conformity, veterinary and phytosanitary certificates, certificates of origin, etc.), the consignor must pre-register them and attach them to the bill of lading. The carrier is not obliged to check the correctness of the additional documents accompanying the cargo. In case of loss or improper use of additional documents accompanying the cargo, the carrier shall be liable. When accepting cargo for transportation, the driver of the vehicle shall present to the consignor an identity document, a power of attorney and a travel document. The shipper shall be obliged to prepare the cargo in such a way as to ensure the safety and safety of the carriage of the cargo, as well as to prevent damage to the vehicle or container. When presenting goods for packing, the consignor shall be obliged to mark each place of cargo in accordance with the rules of carriage of goods.

Cargo shall be deemed not to be indicated for carriage by the shipper in the following cases:

- late delivery for transportation;
- transfer for transportation to a point of delivery other than specified in the contract of carriage;
- transfer for carriage not provided by the contract of carriage;
- non-compliance of the condition of the cargo specified for transportation with the requirements established by the rules of carriage of goods and non-compliance with the requirements specified by the shipper within the period established by the contract of carriage.

In the case if carrier fails to provide goods for carriage, the carrier shall have the right to refuse to perform the contract of carriage and to impose on the shipper the penalties provided for in the Law. The consignor shall have the right to declare its value when presented for carriage. Acceptance for the carriage of declared value cargo shall be carried out in accordance with the procedure established by the rules of carriage of goods.

Carriers shall be obliged to deliver goods within the terms established by the contract of carriage, and if the terms specified in the contract of carriage are not established, within the terms established by the contract of carriage of goods. The carrier must notify the consignor and the consignee of the delay in delivery. Unless otherwise provided by the contract of carriage, the consignor and the consignee consider the cargo as lost and demand compensation for the ***lost cargo in case of non-delivery of cargo to the consignee within thirty days from the date of delivery to the consignee in long-distance transportation***.

Legislation of the Kyrgyz Republic, Conventions and international agreements in the field of road transport, to which the Kyrgyz Republic is a party, which have entered into force in the manner prescribed by law, are the basis for the legal regulation of international road transport. International road transport is carried out in accordance with the legislation of the Kyrgyz Republic on road transport, international agreements to which the Kyrgyz Republic is a party, which have entered into force in the manner prescribed by law. Permits and other documents required for international road transport in accordance with international agreements in the field of international road transport must be available to drivers of vehicles and presented at the request of an official of the authorized body in the field of road transport.

Carriage of cargo by a foreign carrier between points located on the territory of the Kyrgyz Republic (cabotage) is not allowed. International road transport from the territory of the Kyrgyz Republic to the territory of a third state, or from the territory of a third state to the territory of the Kyrgyz Republic by a vehicle belonging to a foreign carrier shall be carried out in accordance with permits, unless otherwise provided by international agreements. In case of violation by a foreign carrier of the rules of international agreements of the Kyrgyz Republic on road transport, the authorized state body in the field of transport shall issue a binding order to the carrier or his representative to eliminate the violation and (or) have the right to report the violation of this rule to the body. Failure by a foreign carrier to comply with a written order of the authorized state body in the field of transport shall entail a ban on entry into the territory of the Kyrgyz Republic.

Unless otherwise provided by the contract of carriage of goods, the carrier shall pay to the shipper a fine in the amount of twenty percent of the established fee for carriage of goods for failure to carry the goods provided for in the contract of carriage through the fault of the carrier. The shipper shall also have the right to demand from the carrier compensation for the damage caused by the carrier in accordance with the procedure established by the legislation of the Kyrgyz Republic.

For non-timely delivery of a vehicle or container provided for in the contract of carriage, the carrier shall pay to the shipper a fine in the amount established by the contract of carriage for each full hour expired, and in the following amounts:

- one percent of the average daily transportation fee for international transportation in accordance with the terms of transportation established by the contract of carriage.

If the loss, shortage of or damage to the cargo cannot be proved as a result of circumstances beyond the control of the carrier, the carrier shall authorize the consignee to accept the cargo for safekeeping, but shall be liable until the moment of transfer to the transferred person. The carrier shall indemnify the damage caused during the carriage of cargo in the following amounts:

- the cost of lost or missing cargo;
- in case of damage (loss of) to cargo, the value of cargo is reduced, and in case of impossibility of recovery of damaged (obsolete) cargo, in the amount of the reduced value of cargo;
- the declared share of the declared value of the cargo transferred for transportation, in case of insufficiency, damage (loss of) to the cargo, the missing or damaged (damaged) part of the cargo;

- the declared value of the goods transferred for carriage, in case of impossibility of recovery of the lost cargo.

The value of cargo shall be determined on the basis of the price of the cargo specified in the seller's invoice or the contract of carriage of cargo. If this transportation fee is not included in the cost of the cargo, the carrier or the consignee, refunds the transportation fee received for the carriage of goods and cargo if the damage caused by loss, shortage of and damage to the transported cargo*. Unless otherwise provided by the contract of carriage, the carrier shall pay to the consignee a fine in the amount of nine percent of the carriage fee for each day missed for the delay in the delivery of the goods*. *The total amount of the fine for late delivery shall not exceed the amount of the carriage fee.* Unless otherwise provided by the contract of carriage, the delay in the delivery of goods shall be calculated from twenty-four hours of the day on which the goods are to be delivered. A note on the waybill confirming the arrival of the vehicle at the point of unloading shall be the basis for calculating the penalty for late delivery of the goods.

Unless otherwise provided by the contract of carriage, the consignor shall pay to the carrier a fine in the amount of twenty percent of the fare established for the carriage of goods for non-payment for the carriage of goods provided for in the contract of carriage. The carrier shall have the right to demand from the shipper compensation for the damage caused to him. A fine in the amount of twenty percent of the carriage fee shall be levied on the consignor for failing to indicate special signs on the transport card or for failing to indicate the necessary precautions for the carriage of goods or for violating information on the properties of the cargo, including its mass, dimensions, condition and level of danger. Payment of the penalty does not release the consignor from compensation for damage caused to the carrier by such violations.

For delay (detention) of vehicles provided for loading and unloading, the consignor and consignee shall pay a fine for each full hour of delay (detention), respectively, in the amount specified in the contract of carriage, and if the amount of the fine specified in the contract of carriage. If not specified, pay monthly in the following amounts:

- one percent of the average daily fare for international traffic, determined in accordance with the terms of the relevant carriage established by the contract.

In case of delay (detention) of specialized vehicles, this amount of the fine shall be doubled, unless otherwise provided by the contract of carriage. Penalties for delay (detention) of vehicles shall be levied regardless of the fine for failure to indicate for the carriage of goods provided for in the contract of carriage of goods. Signs on the waybills or waybills on the time of arrival and departure of vehicles shall serve as a basis for calculating the fine for delay (detention) of vehicles. For delays in loading and unloading of containers belonging to the carrier and provided for by the contract of carriage, the shippers, consignees shall pay a fine established by the contract of carriage for each full hour of delay (detention), respectively. and if the amount of the specified fine is not established by the contract of carriage, the fine shall be paid in the following amounts:

- one percent of the average daily fare for international traffic, determined in accordance with the terms of the relevant carriage established by the contract.

Penalties for delay (detention) of containers shall be levied regardless of the fine not specified for the carriage of goods provided for in the contract of carriage of goods. Markings on the time

of delivery and dispatch of containers on the waybills or data sheets shall serve as a basis for calculating the fine for delay (detention) of containers.

Prior to making claims against carriers arising from contracts of carriage of goods, claims against such persons shall be made in a mandatory manner. Carriers shall be obliged to consider the complaints and notify the applicants in writing of the results of their consideration **within thirty days from the date of receipt of the relevant complaint**. In case of partial satisfaction or rejection of the complaint of the carrier, the notice must indicate the grounds for making such a decision. In this case, the documents submitted with the complaint shall be returned to the applicant. If during the consideration of the complaint it is established that the goods were re-addressed or transferred to another consignee at the request of the consignor or the original consignee, the goods shall be returned for direct settlement with the person to whom the re-addressing or transfer took place. Complaints against carriers shall be deemed to be completely or partially denied by the plaintiffs if carriers do not answer within thirty days from the date of receipt of the relevant complaints.

The limitation period is one year for claims arising from contracts of carriage of goods. These periods shall be calculated from the date of the incident, which served as a basis for the claim or suit, including:

- indemnification for damage caused by missing, damaged (obsolete) cargo, from the date of delivery of cargo;
- indemnification of damage caused by loss of cargo from the date of recognition of the cargo as lost;
- delay in the delivery of cargo from the date of estimated delivery of cargo.

THE REPUBLIC OF MOLDOVA

Moldova does not have a special law on multimodal transport, nor is it a party to the TRACECA Agreement on the Development of Multimodal Transport. Most of the details and nuances about the rules, procedures and liability limits for the transportation of goods are contained in the Chapter XII of the Civil Code of the Republic of Moldova[66], and it is worth noting that they are based on the provisions of the UN Convention on Multimodal Transport, 1980.

In particular, Article 1413 **the Civil Code** defines consecutive and combined transport:

- Consecutive transportation is a kind of transportation where several carriers replace each other using the same mode of transportation (e.g. the same vehicle).

- Combined transportation is a kind of transportation where carriers replace each other, using different modes of transportation (different vehicles).

Where a transport which is the subject of a single contract is carried out by several consecutive carriers, each of them shall be responsible for the performance of the entire transport. The second carrier and any subsequent carrier shall, by taking over the goods and the consignment note, become parties to the contract in accordance with the conditions laid down in the

[66] https://www.legis.md/cautare/getResults?doc_id=125043&lang=ru

consignment note. The carrier who takes over the goods from the previous carrier must deliver to him a confirmation of receipt, dated and signed. He must write his name and address on the second copy of the consignment note. If necessary, he will write his reservations regarding the goods on the second copy of the consignment note and on the acknowledgment of receipt.

The consignment note serves as proof, until proven otherwise, of the conclusion and content of the transport contract, as well as of the takeover of the good by the carrier. If he has paid compensation, the carrier shall be entitled to a refund for the amount paid, together with interest and expenses incurred, against the carriers who participated in the performance of the contract of carriage, in accordance with the following rules:

a) if the damage was caused by a carrier, he must bear the compensation paid by himself or another carrier;

b) if the damage was caused by the deed of two or more carriers, each will pay an amount proportional to its share of liability. If the share of liability of each cannot be determined, the carriers shall be liable according to their share of the transport charge;

c) if it cannot be established which of the carriers is liable for the damage, the compensation is distributed among all the carriers in the proportion determined according to the rule mentioned in let. b).

If a carrier is in default of payment, the party who is entitled to compensation and who has not paid shall be borne by the other carriers in proportion to their share of the transport charge. The carrier against whom the right of recourse is exercised may not object that the carrier exercising the recourse has paid to the injured party without owing if the compensation was established by court decision and if the carrier on which it is exercised the regression was duly notified of the ongoing process with the possibility to intervene in this process. The provisions regarding the limitation period are applicable to regressive actions between carriers. However, the limitation period shall run either on the day of the final judgment in determining the compensation to be paid or, in the absence of such a decision, on the date of actual payment. Carriers have the right, without prejudice to the interests of the consignor or the consignee, to agree among themselves on rules that derogate from the provisions regarding the right of recourse or failure to pay of one of the carriers. Without prejudice to this provision, any clause which, directly or indirectly, derogates from the *Section of the Civil Code on Provisions for transportation by consecutive carriers*, shall be struck down with absolute nullity. The nullity of such clauses does not result in the nullity of the other clauses in the contract. In particular, the agreement granting the carrier the benefit of the insurance of the good, as well as any similar agreement, shall be null and void. The convention on the basis of which the burden of proof is reversed is also null and void.

Contract of Carriage - Under the contract of carriage, one party (carrier) undertakes to the other party (consignor) to transport the goods to the place of destination, and the other party undertakes to pay the agreed remuneration. In case the carrier transmits, totally or partially, the execution of his obligations, the person who replaces him is considered part of the transport contract. The carrier is obliged to transport the goods within the terms established by law or contract, and in the absence of such terms, within a reasonable time. The transportation must be carried out by the shortest and most reasonable route. The transport fee shall be paid until

the transport of the goods unless otherwise provided by law or contract. The carrier has the right of retention on the goods until the payment of the transportation fee. *The contract of carriage is established by a consignment note (bill of lading or other equivalent document). The absence, loss or damage of the consignment note shall not affect the validity of the contract of carriage.* The consignment note shall be drawn up by the consignor unless the parties have agreed otherwise. The consignment note shall be drawn up in at least 3 copies to be signed by the consignor and the carrier, these signatures being able to be printed or replaced by the stamps of the consignor and the carrier. The first copy is kept at the consignor, the second accompanies the good, and the third is delivered to the carrier. If the goods are loaded in several vehicles or in the case of goods of different kinds or goods distributed in different lots, both the carrier and the consignor may request the drawing up of a number of consignment notes equal to the number of vehicles used or the number of goods or lots of goods. The consignor shall be liable for all expenses and damage caused to the carrier by reason of inaccuracy or inadequacy given by him for the issue of the letter of consignment or to be included in it.

The consignor shall have the right to terminate the contract of carriage at any time.

The sender has the right to dispose of the goods. He may, in particular, require the carrier not to carry the goods further, to change the place of delivery or the consignee mentioned in the consignment note.

The consignment note is not negotiable unless it contains an express mention to that effect or unless the law provides otherwise. If it is negotiable, the consignment note shall be sent by deed, and the consignment note - by delivery. When the consignment note is in order or to the bearer, the property right over the good is transferred by the effect of the transmission of this letter. The form and effects of the guarantees, the cancellation and the replacement of the consignment note are subject to the provisions regarding the bill of exchange and the promissory note. The last guarantor of an uninterrupted string of endorsements who is the holder of the title is considered the owner. The debtor who fulfills his obligation under the title is released only if there has been no fraud or gross negligence on his part. After the goods arrive at the place provided for delivery, the consignee has the right to request from the carrier, against a receipt, the second copy of the consignment note and the delivery of the goods. If the loss of the good has been ascertained or if the good has not arrived within the agreed time, the consignee may capitalize in his own name against the carrier the rights deriving from the transport contract. The addressee who exercises these rights must pay the full amount of the payments resulting from the consignment note. In case of any discrepancies in this respect, the carrier is obliged to deliver the goods only if the consignee provides guarantees.

The carrier shall be released from liability for the destruction, loss, damage to property or for exceeding the delivery time if:

- they are due to the guilt of the person entitled to dispose of the property;
- they are due to the indications of the person entitled to dispose of the property, if they were not caused by the fault of the carrier;
- they are due to an own defect of the good;
- they are due to circumstances which the carrier could not avoid and the consequences of which he could not prevent.

The carrier may not be held liable for any damage to the vehicle which he uses for the carriage, nor for the fault of the lessor or his predecessor. The carrier is exonerated from liability if the destruction, loss or damage of the goods results from the special risks inherent in Article 1449 par. (3) of the Civil Code of the Republic of Moldova.

If the carrier is to pay compensation for the total or partial loss of the goods, the compensation *shall be calculated on the basis of the value of the goods at the place and time of collection*. The value of the good is determined on the basis of the stock price, and in the absence of such a price, on the basis of the market price, and in the absence of such prices, on the usual price of the goods with the same characteristics. ***However, the compensation may not exceed 8,33 SDR units of calculation per kg of gross weight.***

Apart from the compensations as regards the value of goods, the transport taxes, customs duties and other transport expenses are to be reimbursed, namely, in case of total loss of the good - in full, and in case of partial loss - in part. Other compensation for loss is not due. If the goods were delivered late and the person entitled to order proves that he has suffered damage, the carrier will pay compensation, which will not exceed the amount of the transport fee. A higher compensation can be claimed only in case of declaration of the value of the goods or of declaration of special interest for delivery. ***The sender may declare in the consignment note, against the payment of an agreed price supplement, a value of the good that exceeds the limit (8.33 SDR units of calculation per kg) and, in this case, the declared value replaces this limit.*** When the good is damaged, the carrier bears equal responsibility for the depreciation of the good. The compensation may not exceed:

- if the total of the good is depreciated by damage, the amount that should have been paid in case of total loss;
- if only a part of the good has been depreciated by damage, the amount that should be paid in case of loss of the depreciated part.

Submission of claims - *If the consignee has received the goods without having properly checked his condition in contradiction with the carrier or if, at the latest at the time of delivery, in case of apparent loss or damage, or within 7 days, disregarding Sundays and on public holidays, from the date of delivery, in case of non-apparent loss or damage, he did not make reservations to the carrier, indicating the general nature of the loss or damage, then it is presumed, until proven otherwise, that he received the goods*. *In the event of any apparent loss or damage, the above reservations must be made in writing. If the consignee and the carrier have jointly checked the condition of the goods, proof contrary to the result of such verification shall be admitted only in case of loss or damage which cannot be recognized on external examination (apparent), provided the consignee has objected in writing to the carrier within 7 days, disregarding Sundays and public holidays, from the date of that verification.* ***Compensation may be claimed for breach of the delivery time only if, within 21 days of the goods being made available to the consignee, a written objection is lodged with the carrier.*** The carrier and the consignee are obliged to provide all appropriate facilities for the necessary findings and verifications.

The limitation period in transport relations shall be one year. In the case of intent or gross negligence, the limitation period is 3 years.

Expedition Services - Under the contract of dispatch, a party (consignor) undertakes, on behalf of and on behalf of the other party (customer) or in his own name, to arrange for the carriage of goods by concluding a contract of carriage and performing other acts necessary for the carriage, and the client undertakes to pay the agreed remuneration (commission). The shipping contract shall be concluded in writing. The customer is to issue a power of attorney to the sender if this is necessary for the execution of the contractual obligations. The provisions relating to the *mandate* or, as the case may be, the *commission* shall apply to the reports resulting from the contract of dispatch, unless otherwise provided. The provisions of carriage of contract are applied when the consignor acta as a carrier. The consignor must arrange for the transport in particular as regards the choice of type of transport and the route, the carrier, conclude the necessary transport, storage and forwarding contracts, provide the necessary information and give the necessary instructions for the execution of such contracts. acting with the care of a diligent shipper. The consignor may undertake, under the contract of dispatch, to perform other services relating to carriage, such as guarding and packing the goods, marking the goods and securing customs procedures, including the conclusion of contracts necessary for this purpose. The sender concludes contracts in his own name, and if he has been expressly authorized by the client - on behalf of the client. In carrying out his duties, the consignor must take into account the interests of the customer and follow his instructions.

If the condition of the goods has been established in the absence of the parties, then the delivery of the goods to the consignee justifies the presumption that the goods were received without loss or damage, unless the consignee objected to the person who made the delivery. *If the loss or damage can be ascertained from the outside, the objection must be made at the latest at the time of delivery, and if the loss and damage cannot be ascertained at an external examination, the objection must be made no later than the 3rd day of the day of delivery.* If the consignee does not take the goods to their destination or if the goods cannot be delivered for other reasons, the rights and obligations of the consignor shall be determined in accordance with the rules on the contract of carriage.

The provisions of art. 1449 (the provisions exempting carrier from liability), 1455 (Determination of the value of the good at its loss and payment of compensation), 1460 (The right of the carrier in case of non-contractual claims) and 1461 (Prohibition of exoneration of the carrier of liability) of the Civil Code of the Republic of Moldova shall apply accordingly. The sender is obliged to repair the damage that does not fall under the provisions of articles 1449, 1455, 1460 and 1461, if it has violated the obligations related to showing diligence. The consignor shall not be liable if it proves that the damage could not have been avoided even if due diligence had been exercised. If the customer's conduct or specific defects in the goods contributed to the damage, the obligation to pay compensation and the amount of the compensation shall depend on the extent to which those circumstances contributed to the damage. The provisions of limitation periods apply to claims resulting from shipping contracts. If the consignor has undertaken under the contract of dispatch to conclude the contract of carriage and to perform other acts necessary for the carriage in his own name and on behalf of the other party (customer) and the third party contracted by the consignor has breached his obligations, the customer is entitled, by written notification to the sender and a third party, to subrogate the sender's rights to the third party. If the damage is caused by a third party participating in the performance of the contract, the sender

is obliged, at the client's request, to transmit his claims to the third party, unless, under a special agreement, the sender assumes the capitalization of the claim on account. and at the customer's risk. Remuneration, according to the shipping contract, is due when the shipper has delivered the goods to the carrier.

Chapter XIII "MANDATE" (this chapter may also apply when providing freight forwarding services) - By the mandate contract one party (principal) empowers the other party (agent) to represent it at the conclusion of legal acts or otherwise directly affect the legal position of the principal in relation to a third party, and the agent, by accepting the mandate, undertakes to act in the name and on behalf of the principal. The provisions regarding the mandate shall apply accordingly even when the agent has only the right, not the obligation, to act in the name and on behalf of the principal. The principal is obliged to cooperate with the agent in order to exercise the mandate.

Chapter XV – Commission (these provisions may also apply to freight forwarding services): Under the commission contract, one party (commissioner) undertakes to conclude legal acts in his own name, but on behalf of the other party (principal), and the latter to pay a remuneration (commission). The legal act concluded by the commissioner with a third party gives rise to rights and obligations only for the commissioner, even if the principal is appointed or participated in the execution of the legal act. The commissioner must respect the instructions received from the principal and execute the obligations he has assumed in conditions as favorable as possible for him. If the commissioner concludes legal acts in more advantageous conditions than those stipulated by the principal, the benefits shall be divided equally between him and the principal unless otherwise provided in the contract. The principal is obliged to grant to the commissioner the remuneration established by the contract or customs. The commissioner may claim the payment of the commission even if the execution of the legal act concluded by him did not take place, but this fact is due to the guilt of the principal or is related to his personality. The commissioner has the right to deviate from the instructions of the principal if the interests of the principal so require or if he does not have the possibility to request the prior approval of the principal, or he has not received the answer in due time. In order to guarantee the receivables arising from the commission contract, the commission agent is entitled to retain the goods that must be handed over to the principal or the persons indicated by him. The commissioner must execute all the obligations and exercise all the rights resulting from the legal act concluded in his name, but on the account of the principal. The commissioner is not responsible for the non-execution of the obligations by the third party, except for the case when he has guaranteed in front of the principal the execution of the obligations by the third party.

On 17th July, 2014 No.150 the Moldavian government approved the new **Code of Road Transport**[67] that defines the rights, duties and responsibilities of public authorities responsible for the organization of road transport, as well as individuals and legal entities engaged in such activities. Later, in accordance with the provisions of the Code, the Rules for the carriage of goods by road were developed and adopted.

[67] https://base.spinform.ru/show_doc.fwx?rgn=70200#B4OA0IXHTC

The Governmental Decision of the Republic of Moldova No. 773 dated 20-06-2016 **On Approval of the Rules for Road Transport of Goods**[68] - International carriage of goods by road shall be carried out in accordance with the international treaties and agreements and intergovernmental agreements to which the Republic of Moldova is a party, as well as with its national legislation. Where national law is contrary to international law, agreements and conventions will prevail. For the purposes of this Regulation, the following terms mean:

- **beneficiary** - natural or legal person, for the benefit of which the transport operation is performed, who pays the transportation cost;
- **shipping contract** - an agreement concluded in writing by which a party (supplier or consignor of goods) undertakes, on behalf of the other party (supplier) or in its own name, to conclude a contract of carriage and perform the necessary actions to carry out the transport, and the supplier undertakes to pay the agreed remuneration (commission). The supplier (customer) is to issue to the sender the power of attorney if this is necessary for the execution of the contractual obligations;
- **contract of carriage** - an agreement concluded in writing by which the carrier (carrier) provides transport services, obliging the other contracting party (shipper or supplier) to transport the goods to the point of destination in the manner, term and method provided in the contract and send it to the consignee of the goods, indicated in the invoice, the supplier or the consignor being obliged to pay to the carrier the agreed remuneration;
- **consignee of the goods** - the natural or legal person, entitled to receive the goods from the carrier, to carry out handling operations, unloading as well as other operations necessary to receive the goods;
- **consignor of goods** - the natural or legal person entitled, in accordance with the provisions of the shipping contract, to dispose of the goods for transmission to the carrier and to carry out the operations of handling, loading, fixing, as well as other operations necessary for transporting the goods;
- **supplier of goods** - the natural or legal person, owner of the goods, entitled to dispose of the goods for transmission to the carrier or consignor and to carry out the operations of handling, loading, fixing, as well as other operations necessary for the transport of the goods;
- **road transport operator** - a natural or legal person who carries out road transport, against payment, with road vehicles owned, leased or leased and is subject to the licensing regime;
- **forwarding of goods** - transport of goods to another destination or consignee, if the changes occurred after the start of the transport operation, in the process of its development, for reasons beyond the control of the transport operator;
- **consignment note** - standardized document accompanying the goods, *issued by the supplier or consignor of goods,* stating the conclusion of the contract of carriage of goods, it serves as a document proving the content of the contract of carriage and *as a certificate*

[68] https://base.spinform.ru/show_doc.fwx?rgn=86594

of receipt when the goods were taken from the supplier or consignor of the goods and when delivered to the consignee.

Moldova, being a candidate for membership in the European Union, gradually introduces European standards into its national legislation, while new regulatory acts are based on the relevant EU Directives, or directly indicate the transposition of specific EU Directives into the Law or Code of Moldova. This fully applies to Council Directive 92/106/EEC of 7 December 1992 establishing common rules for certain types of combined transport of goods. Thus, at the beginning of February 2022, after lengthy and thorough revisions, the Parliament of the Republic of Moldova adopted the Code No. 19 of 03.02.2022[69] for railway transport. In particular, his Article 84 is devoted to combined transport of goods and determines that the procedure for the implementation of combined transport of goods is established by the rules approved by the Ministry (under development).

ROMANIA

On **1 January 2007**, Romania the same as Bulgaria became member states of the European Union in the fifth wave of EU enlargement. In order to approximate Romanian legislative framework maximum to the European it was transposed a number of Directives and Regulations concerning combined transport, and freight forwarding activity as well as unimodal transportation.

On the official website of the Freight Forwarder's Association of Romania[70] the complete text of the Rules is available. In general, national legislation governing the activity of freight forwarding, grounds on:

- The Romanian Civil Code;
- Government Ordinance no. 27/2011 on road transport, with subsequent amendments;
- Convention on the Contract for the International Carriage of Goods by Road (CMR) – adopted in Geneva in 1956, to which Romania acceded by Decree no. 451/1972;
- The Convention concerning International Carriage by Rail (COTIF) – adopted in Bern on 9 May 1980, ratified by Romania by Decree no. 100/1983;
- The Hague Rules – International Convention for the Unification of Certain Rules of Law relating to Bills of Lading- concluded in Brussels in 1924, to which Romania became a party in 1937;
- The Brussels Protocol of 1968, which amended the Hague Rules, known as the "Hague-Visby Rules";
- Montreal Convention – Convention for the Unification of Certain Rules for International Carriage by Air – adopted in Montreal on May 28, 1999, ratified by Romania by Government Ordinance no. 107/2000, approved by Law no. 14/2001;
- European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) – concluded in Geneva on September 30, 1957, to which Romania acceded by Law no. 31 of May 18, 1994;
- FIATA Model Rules for Freight Forwarding Services;

[69] https://www.legis.md/cautare/getResults?doc_id=129962&lang=ru
[70] https://user.ro/versiunea-in-limba-engleza/

- FIATA documents.

The Civil Code of Romania[71] – establishes the main definitions and principles of the cargo transportation as well as basic conditions of the different type of carriages and liability nuances. There is no specific definition for the multimodal transport. There is a statement that *"…transportation may be carried out by one or more carriers, in which case it may be consecutive or combined".*

Consecutive carriage shall be performed by 2 or more consecutive carriers using the same mode of transport and combined carriage shall be one in which the same carrier or consecutive carriers use different modes of transport. Consecutive carriers shall deliver to each other the goods carried to the destination without the intervention of the consignor.

The Civil Code regulates also in a proper manner the rights and obligations of the consignor, consignee as well as applicable liability levels, providing a detailed information on the subject.

Namely, the Book V, Chapter VIII of the Civil Code of Romania notes: …the carrier shall not be liable if the total or partial loss or, as the case may be, the alteration or deterioration has been caused by:

- facts relating to the loading or unloading of the goods, if this operation was carried out by the consignor or consignee;
- the lack or defect of the packaging, if according to the external appearance it could not be observed upon receipt of the goods for transport;
- the dispatch under an inappropriate, inaccurate or incomplete name of some goods excluded from transport or admitted to transport only under certain conditions, as well as the non-observance by the sender of the security measures provided for the latter;
- natural events inherent in the transport in open vehicles, if, according to the provisions of the special law or the contract, the good must be transported in this way;
- the nature of the transported good, if it exposes it to loss or damage by crushing, breaking, rusting, spontaneous internal alteration and the like;
- weight loss, whatever the distance traveled, if and to the extent that the goods transported are among those which by their nature suffer, usually by the mere fact of transport, such a loss;
- the inherent danger of the transport of live animals;
- the fact that the person in charge of the consignor, who accompanies the goods during transport, has not taken the necessary measures to ensure the preservation of the goods;
- any other circumstance provided by special law.

The carrier shall also be released from liability if he proves that all or part of the loss or alteration or damage has been committed intentionally or through fault by the sender or consignee, or by instructions given by one of them, as well as force majeure or the act of a third party for which the carrier is not liable. The carrier is liable for damage caused by carrying out the transport or delay in delivery.

The carrier shall, however, remain liable to third parties for any damage caused in this way, with a right of recourse against the consignor.

[71] https://legislatie.just.ro/Public/DetaliiDocument/175630

Unless otherwise provided by law, in the case of consecutive or combined carriage, the liability action may be brought against the carrier who concluded the contract of carriage or against the last carrier. In their relations with each carrier, each carrier shall contribute to the compensation in proportion to his share of the price of the carriage. However, if the damage is caused intentionally or through the fault of one of the carriers, the entire compensation shall be borne by him. Where one of the carriers proves that the damage did not occur during his carriage, he shall not be required to contribute to the compensation. It is presumed that the goods have been handed over in good condition from one carrier to another if they do not require the condition in which the goods were taken over to be mentioned in the transport document. In consecutive or combined transport, the latter carrier shall represent the others with regard to the collection of the amounts due to them under the contract of carriage.

ORDINANCE no. 88 of 30 August 1999 on the Establishment of Rules for the Combined Transport of Goods[72] - The provisions of this ordinance apply to the combined transport of goods on the territory of Romania, hereinafter referred to as combined transport, carried out by the transport operators holding a license / authorization, in accordance with the law. For the purposes of this Ordinance, combined transport means the transport of goods for which the truck, trailer, semi-trailer with or without tractor, moving box or container of 20 feet and over travels or are moved, as the case may be, by road , during the initial and / or final journey, and the rest of the transport is carried out by rail or inland waterway or on a sea route exceeding 100 km in a straight line. The initial and / or final road route may be:

- between the point where the goods are loaded and the nearest suitable rail loading station for the initial leg, and between the nearest suitable rail unloading station and the point where the goods are unloaded for the final leg, or
- within a radius not exceeding 150 km as the crow flies from the inland waterway port or seaport of loading or unloading.

Combined shipments other than for own use shall be carried out on a contract basis and the transport document must contain the following information:

- the name and address of the consignor and the consignee;
- the nature and weight of the goods;
- indication of the railway station of dispatch and destination or, as the case may be, of the river / sea ports of embarkation and disembarkation;
- place and date of receipt of goods for transport;
- the place where the goods are to be delivered.

The above mention information shall be registered before the execution of the transports and shall be confirmed by the application of stamps by the railway stations or by the port operator of the respective river or sea ports, when the journey made by rail or inland or sea waterway has been completed. Any road transport operator, based in Romania, which holds a freight transport license, has the right to carry out initial and / or final road journeys which are an integral part of a combined transport and which may or may not require crossing the state border, with compliance with the legislation in force. Economic operators performing combined transport will be temporarily exempted from paying the tax on reinvested profit, by Government decision, only for the development of infrastructure, as well as for the acquisition / modernization of equipment

[72] http://www.cdep.ro/pls/legis/legis_pck.htp_act_text?idt=20632

specific to this type of transport, whose elements are presented in the annex integral part of this ordinance. Items of combined transport equipment encompass the following:

- rolling stock specific to combined transport;
- road vehicles carrying out transport during the initial and / or final journey of a combined transport;
- intermodal transport units (ICU): containers, mobile boxes, semi-trailers suitable for intermodal transport;
- ICU handling equipment and devices;
- logistics related to combined transport: IT, computers, related software.

The combined transports for their own benefit shall be accompanied by the transport documents. The combined transport document by rail may be:

- Wagon consignment note;
- CIM consignment note;
- CIM - UIRR consignment note;
- CIM consignment note, accompanied by the INTERCONTAINER International Traffic Remittance Bulletin;
- SMGS consignment note.

The intermodal transport unit (container, mobile box, semi-trailer) will be accompanied by one of the following documents:

a) during the journey from the consignor (consignee) to the terminal for the beginning of the combined transport:

- the railway document - the "Receipt-receipt" form, with the mention: "It is part of the combined transport";
- road document - transport voucher, transport letter, CMR international transport letter, roadmap for goods vehicles;

b) during the terminal to the recipient or to another terminal:

- the railway document - the "Receipt-receipt" form, with the mention: "It is part of the combined transport";
- road document - transport voucher, transport letter, CMR international transport letter, roadmap for goods vehicles.

In the case of combined transport, the following shall be stated in the documents:

- The consignment note for the wagon - in the box "Mentions of the sender ..." it will be written: "It is part of the combined transport";
- CIM consignment note - in box 13 "Declarations" it will be written: "It is part of the combined transport";
- CIM - UIRR consignment note - in box 13 "Declarations" it will be written: "It is part of the combined transport";
- SMGS consignment note - in box 4 "Special notes of the consignee" it will be written: "It is part of the combined transport";
- The statement-receipt will be completed as follows: "The statement-receipt / is part of the combined transport";

- The statement of the statement-receipt will be completed as follows: "The statement-receipt / is part of the combined transport";
- Roadmap for goods vehicles - in box 6 "Driver's notaries" it will be written: "It is part of the combined transport";
- CMR international transport letter - in box 18 it will be written: "It is part of the combined transport";
- The letter of carriage / bill of lading for river or sea transport, as the case may be - in the box "Special mentions" it will be written: "It is part of the combined transport".

Regulation of 20 January 2005 on rail transport in Romania[73] - The railway transport operator may accept for transport any goods whose transport is not prohibited by legal provisions. Goods for which special conditions are established by legal provisions may be transported under the conditions provided by these provisions. Dangerous goods are admitted for carriage under the International Carriage of Dangerous Goods by Rail (RID) Regulation - Appendix C to the Convention concerning International Carriage by Rail (COTIF).

Through agreements concluded with customers, the railway operators may establish specific conditions regarding the ordering of transportation. Shipment means the goods loaded in the means of transport, in compliance with the provisions of this regulation, accompanied by the consignment note. The expedition is also the railway vehicle that runs on its own wheels, accompanied by a consignment note. The delivery-receipt of the shipments will be carried out within the work schedule of the railway transport operator, in the place and under the conditions established by order or by agreements concluded between the railway transport operators and customers. The consignor is responsible for the accuracy and identity of the goods being shipped in relation to the data entered in the delivery documents and in the consignment note, as well as for the integrity of the goods loaded by him in the means of transport. The shipper and the railway operator shall agree on the loading and unloading of the goods. In the absence of an agreement, for complete wagons and intermodal transport units the load is the responsibility of the consignor and the unloading is the responsibility of the consignee. Unless the load is carried by the railway operator, the consignor shall be liable for all consequences of a defective loading of the means of transport and shall make good the damage suffered as a result, even if the load was made by another person in the name of the sender. The wagons, intermodal transport units and cargoes belonging to the railway operator which are made available to the consignor for loading shall be in good condition, clean and appropriate to the nature of the goods to be loaded.

The consignor shall be liable for the consequences of the use of means of transport unsuitable for the type of goods and the way in which they are presented, even after their delivery to the railway operator. The railway operator shall notify the consignors or consignees of the provision of the means of transport for loading and unloading, respectively. The railway operator is not obliged to obtain from customers a confirmation of the approval of the provision of the means of transport, unless otherwise agreed. The transhipment / transfer of goods between different gauge wagons or in case of failure of the wagons or in any other circumstance imposed by the operating conditions is performed by the railway transport operator or authorized agents, based

[73] https://legislatie.just.ro/Public/DetaliiDocumentAfis/72173

on an agreement concluded with the railway transport operator. The transhipment / transfer of goods which require special means or conditions or which present a special danger to those who handle them is carried out, at the request of the railway transport operator, by the consignor, consignee or by authorized agents. Where the loading, unloading or transhipment / transfer of goods is carried out by the consignor, consignee or authorized agents, they shall be liable for damage to the goods, means of transport, supplies or installations of the transport operators. caused by their fault, as well as for the loss of moving parts due to their non-assembly after loading, unloading or transhipment / transfer.

The inaccuracies in the consignment note or its loss shall not affect the existence or validity of the contract of carriage which shall remain subject to the provisions of the regulation. For shipments of wagons, intermodal transport units and parcels, the transport document is the consignment note. The shipper shall be liable for all costs and damages incurred by the railway operator for the entry by the consignor in the consignment note of some incorrect, inaccurate, incomplete mentions or inscribed elsewhere than in the place reserved for each of them, and for the omission of some information provided by Appendix C to COTIF.

Transport charges, ancillary charges, customs duties, additional charges and other charges incurred at the time of conclusion of the contract of carriage for the performance of the carriage shall be paid by the consignor unless there is an agreement to the contrary between the consignor and the railway operator. Where, on the basis of an agreement between the consignor and the railway operator, the charges are levied on the consignee and the consignee has not withdrawn the consignment note or amended the contract of carriage, the consignor shall be obliged to pay the charges. If the transport price cannot be determined exactly at the time of delivery of the goods for carriage, the railway operator shall have the right to demand as security the deposit of an amount representing approximately these expenses. Settlement with the sender is made after the shipment is released at the destination station. The payment to the railway carrier shall be made, as the case may be:

- on the occasion of concluding the transport contract;
- upon release of the shipment;
- periodically, by invoicing, when there is an agreement in this respect.

In case of late payment of the transport service, the railway transport operator is entitled:

- to receive delay increases, according to their own tariffs or concluded agreements;
- to refuse shipments.

The railway transport operator is not obliged to check if the documents presented are sufficient and accurate, except for the cases provided in the regulations in force. The consignor shall be liable to the railway operator for any damage resulting from the absence, insufficiency or inaccuracy of these documents and for failure to make any entries in the consignment note, unless the railway operator is at fault.

The person entitled may, without giving any proof, consider the goods as lost when the consignment has not been delivered to the consignee or has not been made available to him within 30 days following the date of execution of the contract of carriage. The total losses discovered or invoked shall be investigated by the railway transport operator, the result of the

investigations being communicated to those interested. If the person entitled has received payment of compensation for the lost goods, he may request to be notified immediately if the goods are found, but not later than 12 months from the date of receipt of compensation. Within 30 days of receipt of the acknowledgment of receipt of the goods, the person entitled may request that the goods be delivered to him free of charge, either at the station of dispatch or at the station of destination provided for in the consignment note, in exchange for the refund of the compensation he received and subject to the granting of all rights arising from the late release of the goods.

The railway operator shall be liable for any damage resulting from the total or partial loss and damage to the goods from the time of conclusion of the contract of carriage until the release of the consignment, and for any damage resulting from exceeding the time limit for performance of the contract.

The administrative complaints resulted from the contract of transport of the goods are obligatory and must be addressed to the railway transport operator, in writing, within 3 months from the date of concluding the transport contract. ***The right to lodge a claim arising from the contract of carriage shall expire within one year. The complaint is filed separately for each shipment. The limitation period shall be 2 years in respect of the action:***

- for the payment of a refund received by the railway transport operator from the consignee;
- for the payment of a balance of the price of a sale made by the railway transport operator;
- based on a damage resulting from an action or omission committed either with the intention of causing damage, or having the representation that such damage could result and accepting its occurrence;
- based on one of the transport contracts prior to reshipment;
- for the recovery of the transport price or of some parts of the transport price, as well as for the refund of some additional amounts collected by the railway transport operator.

Where a carriage which is the subject of a single contract of carriage is carried out by several consecutive railway undertakings, each railway undertaking taking charge of the consignment shall take part in the contract of carriage in accordance with the provisions of the consignment note. derive from them. In this case, each consecutive railway operator shall be responsible for the execution of the transport for the entire journey until the release of the consignment. Any successor railway undertaking which has collected either on dispatch or at the destination the fares or other claims resulting from the contract of carriage or which should have collected those fares or other claims shall pay to the railway undertakings concerned which belongs to them. The methods of payment shall be determined by agreements concluded between consecutive railway operators. The railway operator who has paid compensation shall have the right of recourse against the consecutive railway operators who have participated in the transportation of goods.

THE REPUBLIC OF TAJIKISTAN

Tajikistan has signed and ratified the TRACECA Agreement on the Development of Multimodal Transport. To date, there is no specific law on the subject at the national level, as well as no definition of multimodal transport. However, article 14 of **the Road Transport Code**[74] is dedicated to direct mixed transportation by various modes of transport. In particular, it says the following:

"… - Railway, inland waterway, air and road transport form a single mixed system.

- Relations between transport organizations in the direct mixed system, as well as the procedure for organizing transport transportation, are determined by agreements concluded between organizations of the relevant modes of transport in accordance with the rules of road transport approved by the authorized state body in the field of road transport."

The national legislation provides that the relationship of transport organizations in direct multimodal traffic, as well as the procedure for organizing these transportations, are determined by agreements between organizations of the relevant modes of transport, concluded in accordance with the rules on direct multimodal transport approved by the authorized body.

Chapter III of the Road Transport Code deals with forwarding activities in the field of road transport and defines the goals and objectives of such activities. Her articles also contain information about the documents of the road transport expedition, the rights and obligations of the cargo owner, as well as the freight forwarder.

Freight consignment note is described as a document containing information on the commodity and material values of freight, intended for accounting and control of their movement and confirmation of the fact of transportation, including the conclusion of a freight contract. Freight forwarding activity is activity on organization of transportation of goods by motor vehicles in the direction of registration of freight, preparation of documents for customs purposes and other documents, and also freight forwarding services on the basis of freight forwarding agreement. Freight forwarder is an individual or legal entity that provides transportation and forwarding services in accordance with the contract of freight forwarding. The relations between the transport organizations in case of direct mixed connections, as well as the procedure for the organization of transportation shall be determined by agreements concluded between organizations of the respective modes of transport in accordance with the rules of motor transport approved by the authorized state body.

Freight forwarding activities in the field of road transport are carried out by legal entities and individual entrepreneurs on the basis of the contract of freight forwarding concluded between the owner of the freight and the freight forwarder. The purpose of the freight forwarding activity in the field of road transport is:

- Ensuring a guaranteed level of quality of transport and forwarding services in the field of road transport for individuals and legal entities;

[74] http://ncz.tj/system/files/Legislation/1689_ru_0.pdf

- Development of national transport and forwarding activities in the field of road transport in order to ensure sustainable operation.

The documents confirming the performance of the freight forwarding service are the order of delivery, the warehouse receipt and the freight forwarder's signature.

The owner of the freight has the right to choose the route of freight traffic. The owner of the freight may demand from the freight forwarder information on the process of carriage of the freight, if it is stipulated by the contract of freight forwarding. The owner of the goods shall have the right to give instructions to the freight forwarder in accordance with the contract of freight forwarding. The owner of the freight shall be obliged to provide the freight forwarder in a timely manner complete, accurate and reliable information on the characteristics of the freight, the conditions of its carriage and other information necessary for the freight forwarder's obligations under the contract of freight forwarding. The owner of the goods shall be obligated to pay compensation to the freight forwarder, as well as to reimburse the expenses incurred by the freight forwarder in the interests of the owner of the goods.

Freight forwarder’s rights - The freight forwarder shall have the right to choose or change the route of carriage of goods in the interests of the owner of cargo, unless otherwise provided by the contract of freight forwarding. to make. If stipulated by the contract of freight forwarding, the freight forwarder shall have the right to keep the freight at his disposal until payment and compensation of expenses incurred in favour of the freight owner or until the freight carrier fulfils its obligations on payment of compensation and reimbursement of expenses. In this case the owner of the cargo shall also pay the expenses related to the storage of the cargo. The owner of the freight shall be liable for the damage caused by the freight forwarder as a result of its storage. The freight forwarder shall have the right not to initiate the submission of the necessary documents by the owner of the freight, as well as information on the characteristics of the freight, the conditions of its carriage and other information necessary for the performance of the freight forwarder's obligations. The freight forwarder shall have the right to verify the accuracy of the documents required by the freight owner, as well as information on the characteristics of the freight, the conditions of carriage and other information necessary for the freight forwarder's obligations under the contract of freight forwarding.

Forwarder's obligations - The freight forwarder is obliged to:

- to provide services in accordance with the contract of freight forwarding;
- timely inform the owner of the cargo about loss, shortage or damage (damage) of the cargo;
- to notify the client of non-compliance with the instructions of the owner of the goods or failure to receive a response to his request within 24 hours in accordance with the procedure established by the contract;
- submit to the owner of the freight forwarding document, as well as originals of contracts concluded on behalf of the client on the basis of his power of attorney in accordance with the contract of freight forwarding.

Liability of cargo owner and freight forwarder - The freight forwarder and the freight owner shall bear responsibility for non-fulfilment or improper fulfilment of the obligations stipulated by the contract of freight forwarding on the basis and in the amount determined by the Civil Code of

the Republic of Tajikistan and this Code. In case of unilateral refusal to perform the contract of freight forwarding, the owner of the freight or the freight forwarder shall compensate the other party for the damages caused by the termination of the contract and pay the penalty stipulated by the contract of freight forwarding. The freight forwarder in the form of compensation for actual damage for loss, shortage of or to the freight after its acceptance by the freight forwarder and before delivery of the freight to the consignee shall be liable to the owner of the freight in the following amounts:

- for loss or shortage of the freight accepted by the freight forwarder for carriage at the declared value, in the amount of the declared value or part of the declared value, which is equal to the shortfall part of the freight;
- for loss or shortage of the freight accepted by the freight forwarder for carriage without the declared value, in the amount of the actual value (on the basis of the confirmed document) of the freight or part of the shortfall.

The freight forwarder shall indemnify the freight owner for damages caused as a result of non-compliance with the terms of performance of obligations under the contract of freight forwarding, unless otherwise stipulated by the contract and the freight forwarder fails to prove that noncompliance with the freight action has been taken.

The obligations of the consignor, consignee and cargo owner are:

- the shipper is obliged to prepare the cargo for transportation in such a way as to ensure the safety of transportation and security of the cargo, as well as to prevent damage to the vehicle;
- when presenting cargo for transportation in a container or package, the shipper shall be obliged to mark each transported cargo in accordance with the rules of road transport for the carriage of goods;
- in case the goods are not ready for transportation, the shipper shall be liable;
- loading by road transport shall be performed by the shipper and its unloading by road transport shall be performed by the consignee, unless otherwise stipulated by the contract;
- loading and unloading of road transport must be carried out within the period specified in the contract of carriage of goods and, if not specified in the contract of carriage, within the period prescribed by the rules of road transport concerning the carriage of goods;
- the time of presentation of the vehicle for loading by the driver of the vehicle to the shipper from the moment of presentation of the identity document and the consignment note at the point of loading; transport is calculated at the point of unloading;
- unless otherwise provided by the contract of carriage of goods, the equipment required for loading, unloading and transportation shall be provided by the shipper and (or) installed in the road transport and received by the consignee from the vehicle;
- the weight of the cargo is determined by the shipper in the presence of the carrier;
- unless otherwise provided by the contract of carriage of goods, a note shall be made on the consignment note on the weight of the goods indicating the methods for determining it;
- cargo in containers or packaging, as well as bulk cargo is accepted for transportation, indicating the weight of cargo and the number of places in the cargo;

- unless otherwise provided by the contract of carriage of goods, after the completion of loading the covered vehicles intended for one consignee shall be marked;
- the marking of vehicles is performed by the carrier;
- after unloading a certain dangerous, spilled, liquid cargo, the vehicles must be cleaned of the remains of this cargo and, if necessary, washed and neutralized;
- the consignor is responsible for cleaning, washing and disinfection of vehicles;
- the carrier, in agreement with the consignee, has the right to undertake, on a paid basis, the performance of work on cleaning and disinfection of vehicles.

The obligations of the carrier under the contract of carriage are as follows:

- the provision of appropriate vehicles for the carriage of goods within the period specified in the contract of carriage of goods;
- in case of non-submission by the carrier of the means of transport suitable for the carriage of the respective goods or late delivery of the means of transport to the point of loading, the shipper shall have the right to refuse to perform the contract of carriage of the goods;
- to deliver goods within the time period specified in the contract of carriage of goods;
- in case of urban and suburban transportation within ten days from the moment of receiving the goods for transportation;
- in case of transportation on long-distance communication within thirty days from the date of receipt of the goods for transportation;
- in case of delay in the delivery of goods, the carrier shall be obliged to notify the consignor and consignee;
- unless otherwise provided by the contract of carriage, the shipper and the consignee may consider the cargo to be lost and demand compensation for damages for the lost cargo, if the goods have not been delivered to the consignee at his request;
- deliver the goods to the address indicated by the shipper in the consignment note and hand them over to the consignee, and the consignee shall be obliged to accept the goods delivered to him;
- the procedure for checking the weight of the cargo, the condition of the cargo, the amount of cargo transported at the point of destination must comply with the procedure for testing the weight of cargo and the amount of cargo at the point of acceptance;
- if during the inspection of the weight, condition of the cargo, the amount of cargo transported at the point of destination is found to be damaged, the consignee and the carrier shall be obliged to determine the actual size of the shortage, damage (damage);
- in case of refusal by the consignee to accept the goods for reasons beyond the control of the carrier, the consignee shall have the right to deliver the goods to the new address indicated by the carrier and, if it is impossible to deliver the goods to the new address, return the goods to the consignor;
- the cost of transportation of the goods upon their return or delivery to another address shall be reimbursed by the shipper.

Article 35 of the Road Transport Code deals with the liability of the shipper and forwarder.

In the case of a unilateral refusal to execute the freight forwarding contract, the cargo owner or freight forwarder shall reimburse the other party for losses caused by the termination of the contract and pay a fine stipulated by the freight forwarding contract.

The forwarder is liable to the cargo owner in the form of compensation for real damage for the loss, shortage or damage (spoilage) of the cargo after its acceptance by the forwarder and before the delivery of the cargo to the recipient in the following amounts:

- for the loss or shortage of cargo accepted by the freight forwarder for transportation with a declaration of value, in the amount of the declared value or a part of the declared value proportional to the missing part of the cargo;

- for the loss or shortage of cargo accepted by the freight forwarder for transportation without a declaration of value, in the amount of the actual (documented) value of the cargo or the missing part of it.

The forwarder compensates for losses caused to the cargo owner by violation of the deadline for fulfilling obligations under the freight forwarding agreement, unless the specified agreement provides otherwise and the forwarder proves that the violation of the deadline occurred due to force majeure circumstances or through the fault of the cargo owner.

The cargo owner shall be liable for untimely payment of remuneration to the forwarder and reimbursement of expenses incurred by him in the interests of the cargo owner in the form of payment of a penalty in the amount of one tenth of a percent of the remuneration to the forwarder and expenses incurred by him in the interests of the cargo owner for each day of delay, but not more than in the amount of the remuneration due to the forwarder and incurred them in the interests of the cargo owner costs.

Justifications and limits of liability for the freight forwarder and the cargo owner for non-fulfillment or improper fulfillment of the obligations stipulated by the transport expedition contract are determined by the Civil Code of the Republic of Tajikistan and the Road Transport Code.

Civil Code of the Republic of Tajikistan[75] - Carriage of goods shall be carried out on the basis of a contract of carriage. Under a contract of carriage, the carrier is obligated to deliver the goods entrusted to him by the shipper to the place of destination and hand it over to the person authorized to receive the goods (the consignee), and the consignor undertakes to pay for the carriage. The conclusion of a contract of carriage shall be confirmed by the preparation of a transport package, bill of lading, or other documents established by transport charters or codes.

Payment for the carriage of goods shall be established by agreement of the parties, unless otherwise provided by law. Work and services performed at the request of cargo owners, which are not provided for in the tariff, shall be paid for by agreement of the parties. Unless otherwise provided by law, the carrier shall have the right to keep the freight entrusted to him for transportation in order to secure payment for transportation and other freight charges. In cases when in accordance with the law or other legal acts on the amount of payment for the carriage of goods are established privileges or preferences, the costs associated with it shall be reimbursed by the transport organization from the appropriate budget. The carrier shall be obliged to provide the consignor with means of transportation suitable for the carriage of the respective goods within the time period specified in the request (order) received, the contract for the organization of carriage, or another contract. The consignor shall have the right to refuse the

[75] http://ncz.tj/system/files/Legislation/802_ru_0.pdf

proposed means of transport that are not suitable for the carriage of the respective cargo. Loading (unloading) shall be performed by the transport organization or the consignor (consignee) in the manner provided by the contract, in compliance with the rules established by charters, transport codes, or other rules adopted on their basis. Loading (unloading) by the forces and means of the consignor (consignee) must be performed within the time limits provided by the contract and, if such time limits are not specified, in accordance with charters, transport codes, or other rules based on them. The carrier is obliged to deliver the cargo, luggage and passengers within the established time, determined in accordance with the procedures stipulated by the transport charters and codes, and in the absence of such time, to the place of destination within a reasonable time. Agreements of transport organizations with cargo owners on limitation or abolition of the liability established by the law are invalid, except for cases when the possibility of such agreements for transportation of goods is stipulated by the charters and transport codes.

The carrier shall bear liability established by charters and codes of transport, as well as by agreement of the parties, for failure to provide means of transport at the request (order) or other agreement for the carriage of goods and for refusal to use the transferred means or for other reasons. The carrier and the shipper shall be released from liability for failure to provide the means of transport or untimely delivery of the means of transport or failure to use the means of transport if it occurred for the following reasons:

- as a result of force majeure or other events of a natural nature, as well as hostilities;
- suspension or restriction of transportation of goods in certain directions or in certain directions in the order established by transport charters or codes;
- other cases stipulated by transport charters and codes.

A carrier shall be liable for loss, shortage of and damage to cargo accepted for carriage if he cannot prove that the loss, shortage of or damage to the cargo did not occur through his fault. The charters and transport codes may provide for cases when the consignor is obliged to prove the fault of the carrier in the loss, shortage of and damage to the cargo. Damage caused during the carriage of goods or baggage shall be reimbursed by the carrier in the amount of:

- in case of loss or shortage of cargo - in the amount of the value of lost or missing cargo;
- in case of damage to cargo - in the amount of the value of which has decreased, and in case of impossibility to restore the damaged cargo - in the amount of its value;
- in case of loss of the cargo delivered for carriage with the declaration of its value - in the amount of the declared value of the cargo.

The value of the goods is defined taking into account the price indicated in the seller's price or provided in the contract, and if the price is not available and the price is not specified in the contract, is determined. Along with the actual damage to the shipper (consignee), the transport organization shall also compensate the amount of freight paid for the transportation of lost, missing, damaged or damaged goods, if this payment is not included in the cost of goods. ***Carriers of direct combined transportation shall bear joint and several liability to the consignor (consignee) for loss, damage, damage or shortage of goods. The final carrier***

shall be liable for the delay (delay) of the time limit if he cannot prove that the time limit did not occur through his fault.

Before submitting to the carrier the claim arising from the carriage of the goods, it is obligatory to submit the objection in the order stipulated by the transport charters or codes. A claim may be brought against the carrier by the shipper or the consignee in the event of the carrier's refusal in full or in part to satisfy the objection or in the absence of a response from the carrier within thirty days. ***The limitation period shall be established for a period of one year in accordance with the requirements arising from transportation from the time it is determined in accordance with the transport charters or codes***.

According to ***the contract of freight forwarding***, the freight forwarder is obliged to perform or organize the services related to the carriage specified in the contract of freight forwarding with payment of compensation and at the expense of the customer (consignor or consignee). The contract of forwarding may include the obligation of the freight forwarder to transport by freight and in the direction of movement chosen by the freight forwarder or the client, the obligation of the freight forwarder to conclude a contract (agreements) on behalf of the client or on its own behalf; other obligations related to transportation. The contract of forwarding includes additional operations such as obtaining the necessary documents for import and export, performing customs and other procedures, checking the quantity and condition of cargo, loading and unloading, payment of duties and taxes and other expenses incurred as additional services. The consignor (consignee) shall be responsible for the storage of goods, their receipt at the place of destination, as well as for other operations and services. The rules that are applicable to freight forwarder shall be applied to cases when the freight forwarder's obligations under the contract are fulfilled by the carrier. The terms of performance of the contract of freight forwarding shall be determined by agreement of the parties, unless otherwise stipulated by the legislation on transport and forwarding activities. The contract of freight forwarding shall be made in written form. The shipper (consignee) must authorize freight forwarder, if it is necessary for the performance of his obligations.

The freight forwarder shall bear liability for non-performance or improper performance of obligations under the applicable rules. If the freight forwarder can prove that the breach of obligations occurred due to improper performance of the contract of carriage, the freight forwarder's liability to the shipper (consignee) shall be established in accordance with the same rules under which the freight forwarder is liable to the respective carrier.

The client shall be obliged to provide the freight forwarder with documents and other information concerning the nature of the goods, the terms of their carriage, as well as other information necessary for the freight forwarder to perform the obligations stipulated in the contract. The freight forwarder shall be obliged to demand from the customer additional information about the revealed defects in the received information and in case of incompleteness of the information. In case of failure by the customer to provide the required information, the freight forwarder shall have the right not to provide such information to begin the performance of the respective obligations. The client shall be liable for damages caused to the freight forwarder in connection with the breach of the obligation to provide above mentioned information. If the contract of forwarding does not entail the obligation of the freight forwarder to personally fulfil the obligation,

the freight forwarder shall have the right to involve other persons for the performance of its obligations. *Assignment of obligations to a third party shall not release the freight forwarder from liability to the client for performance of the contract.*

The client or freight forwarder shall have the right to refuse to perform the forwarding contract within two weeks by notifying each other. The party who has filed the denial shall compensate the other party for the damage caused by the termination of the contract.

International road transport of cargo is carried out in accordance with the international legal acts recognized by Tajikistan, as well as the legislation of the Republic of Tajikistan. International carriage of cargo shall be carried out by national legal entities and individual entrepreneurs only if they have the appropriate permits. Transportation of cargo by foreign carriers shall be regulated by bilateral agreements on international road transport.

Customs Code of the Republic of Tajikistan[76] defines transport documents (bill of lading), bills of lading, or other documents confirming the existence and content of the contract for the carriage of goods and accompanying the international carriage of goods and means of transport.

THE REPUBLIC OF TÜRKİYE

Türkiyehas great potential in terms of intermodal transport owing to its privileged geographical position amid European, Central Asia and Middle Easten countries. In the frame of Pre-accession Assistance (IPA I and IPA II were completed, and IPA III was adopted by the EU for period 2021-2027) Programming Framework[77]Türkiye implemented a lot of innovative solutions to expand intermodal capacities by combining road, sea, rail transport and develop new Ro-Ro and Ro-La Lines within the country and between Türkiye and different European/Caucasian and Middle Eastern locations. Kars-Tbilisi-Baku Railway construction, Marmaray (Istanbul Strait) Tube Rail Tunnel crossing, Filyos (Western Black Sea) and Candarli (North Aegean Sea) container ports and third bridge on Instanbul strait are some of the ambitious projects, enhancing intermodal transport activities in and through Türkiye. Nevertheless, currently the Republic of Türkiye does not have a special law on multimodal/or combined transport, nor has it signed the TRACECA agreement on the development of multimodal transport. State regulation of freight transportation by different modes of transport is carried out on the basis of sectoral national codes and laws, international conventions and rules, to which Türkiye is a contracting party, as well as guided by the articles of relevant intergovernmental agreements.

Under the law Türkiye, the liability regime is established as personal and unlimited. However, under certain circumstances, the legislation prefers to limit liability, considering the balance of interest between the parties. In this respect, the Commercial Code (TCC)[78] of Türkiye adopted the limited liability of a sea carrier under some conditions stipulated in the TCC, namely by Articles 1178 to 1192. Additionally, the TCC relieves the carrier from liability entirely for losses or damages arising from the specific circumstances, providing substantial benefit to the sea carrier. It should be noted that whilst

[76] http://ncz.tj/system/files/Legislation/62_RU.pdf
[77] https://ec.europa.eu/commission/presscorner/detail/en/ip_21_4730
[78] https://www.mevzuat.gov.tr/mevzuatmetin/1.5.6102.pdf

provisions concerning liability of the carrier under TCC are mainly based on the Hauge/Visby Rules, some provisions of the Hamburg Rules are also reflected in TCC.

Liability of the Carrier - The basic principle is that the carrier is obliged to exercise due diligence in the performance of the contract of carriage, which shall not be lesser than a level of diligence that can be expected from any prudent carrier, particularly in loading, stowing, trimming, transporting, storing, and unloading the goods. However, the parties may agree in the contract that loading, stowage and unloading of goods will be carried out by the shipper and consignee (i.e. FIO clauses). Article 1141 of TCC reflects Article 3/1 of the Hague/Visby Rules: The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and cargo worthy.

Article 1178 of the TCC establishes that carriers are liable for loss of or damage to cargo or delay in delivery caused by circumstances that occurred while the cargo was in storage with the carrier. In accordance with article 1191 of the TCC, all the provisions on the liability of the carrier also apply to the actual carrier in respect of that part of the carriage that he performed. However, the carrier is liable for the entire carriage, regardless of whether the carriage was carried out in whole or in part by the actual carrier. In this regard, the TCC provides that the carrier shall be liable for damages caused by the fault or negligence of the actual carrier or its employees. This liability period includes the time during which the carrier is responsible for the cargo at the ports of loading and unloading - the "port to port" period.

Carriers will not be held liable if damage or loss occurs due to a fault in the technical management of the vessel or a fire on board, so long as the damage or loss did not arise due to the carrier’s own fault. In other words, in such cases, the carrier is excused from liability even if the loss or damage had been caused by the negligence or fault of the carrier’s employees. Additionally, the carrier is excused from liability if the loss or damage has arisen while saving or attempting to save lives or property at sea.

Thus, the carrier's liability is based on fault. However, the carrier's fault is presumed prima facie if the claimant proves that he suffered loss or damage caused by circumstances that occurred while the goods were in the carrier's custody. The burden of proving absence of fault or negligence lies with the carrier.

To rebut this presumption, the carrier must prove that the damages were not caused or contributed to by his fault or negligence or by the fault or negligence of his servants and agents. If the carrier does not rebut this presumption, it is presumed to be at fault or negligent. On the other hand, under certain circumstances, provided for in Article 1182 of the TCC, the presumption of guilt is cancelled. According to article 1182 of the Commercial Code, the presence of the following circumstances is the basis for proving prima facie the absence of the carrier's liability:

1. Dangers and accidents occurring at sea or in other waters in which the ship may operate;
2. Acts of war, unrest and disorder, actions of enemies of the people, orders of the authorities or quarantine restrictions;
3. Seizures by court order;
4. Strikes, lockouts or other labor restrictions;
5. Acts or omissions of the shipper or owner of the cargo and their agents or representatives;

6. Loss of volume or weight per se or a congenital defect of the product or the natural appearance or quality of the product;
7. Insufficient packing; as well as
8. Insufficient labelling.

In this regard, if the loss, damage or delay in delivery has occurred due to the above reasons, it will be presumed that the loss, damage or delay in delivery was not caused by the fault or negligence of the carrier or its servants and agents. . In such cases, the claimant must prove that the damages were actually caused by the fault or negligence of the carrier.

The total amount to be collected from the carrier is calculated on the basis of the value of such goods at the place and time of delivery. The value of goods is determined in accordance with the exchange price or, if there is no such price, in accordance with their market price, or, if there is no such price, in accordance with the normal value of goods of the same kind and quality.

Delay in delivery occurs when the goods are not delivered to the place of destination specified in the contract of carriage within any period expressly agreed or, in the absence of such agreement, within the time that would reasonably be expected from a bona fide carrier. In accordance with Article 1178/5 of the TCC, the goods are considered lost if they are not delivered within sixty consecutive days after the expiration of the delivery period.

Limitation of the liability - Unless the value of the goods has been declared by the shipper and has been included in the bill of lading, the carrier's liability for loss of or damage of the goods, or delay in delivery is limited to 666.67 units of account (SDR) per package or unit, or 2 SDR per kilogram of gross weight of the goods, whichever is higher. When the goods are consolidated in a container, pallet or other shipping unit, the packages enumerated in the bill of lading are deemed packages/shipping units. Otherwise, goods in a container or such shipping units are deemed to be one package/shipping unit. If the value has been declared and included in the bill of lading, then the carrier is not entitled to invoke the limitation and is obliged to reimburse the declared value.

On the other hand, in accordance with Article 1186/8 of the TCC, the limits of both loss, damage, and delay in delivery stipulated above can be increased by agreement of the parties in the contract of carriage. In this case, the value agreed by the parties will be considered the limit of liability.

The liability of the carrier for delay in delivery is limited to an amount equivalent to two and a half freights payable for the delayed goods; however, this amount may not exceed the total freight payable under the carrier's contract. If the goods are damaged or considered completely lost due to a delay in delivery, the carrier's liability is subject to the amount of the limit accepted for the loss or damage to the goods.

Notice of loss, damage and delay - Notice of loss or damage indicating the general nature of such loss or damage should be given to the carrier in writing before or at the time of delivery (Article 1185 of TCC). If the loss or damage is not apparent, notice should be given within three days upon the delivery. There is no need for notice if the state of the goods is inspected by a court or competent authorities. Without such notice, there will be a prima facie evidence with respect to the condition of the goods, assuming that that they are delivered in condition as described in the document of transport. In case of a damage to or loss of goods, there will be a prima facie evidence which assumes that the cause of the damage or loss is not attributable to the carrier. A notice in writing should be given to the carrier within 60 consecutive days after the goods are delivered to the

consignee, otherwise no claim for compensation can be paid by the carrier for loss resulting from delay in delivery.

Loss of right to limit liability - Willful misconduct and gross negligence of the carrier causes the loss of the right to limit liability. According to Article 1187/1 of the TCC, the carrier is not entitled to invoke limitation of liability, provided that the loss, damage or the delay in delivery resulted from an act or omission of the carrier made with intent to cause such loss, damage or delay in delivery, or recklessly and with the knowledge that such loss, damage or delay in delivery would most likely result. The same principle applies to the carrier's servant and agents, as well.

Actual Carrier - In some cases, the carrier entrusts the performance of all or part of the carriage to a third party. This third party is called the actual carrier. Article 1191/2 of TCC regulates the liability of the actual carrier which is adopted from Article 10/2 of the Hamburg Rules. Accordingly, the provisions governing the liability of the carrier under TCC also apply to the liability of the actual carrier for the carriage performed by him. On the other hand, carrier remains responsible for the entire carriage even if the performance of all or part of the carriage is entrusted to an actual carrier.

Time for Suit - Compensation claims against the carrier should be brought within a year. One-year period commences at the time of delivery of the goods or if the goods are not delivered at the date on which the goods should have been delivered.

The freight forwarding market in Türkiye until 2019 was regulated by various government agencies and multiple licenses were required for different modes of transport. The Freight Forwarders Regulation, which came into force on July 1, 2019, has significantly clarified and simplified the logistics sector[79].

Since mentioned data freight forwarders who are going to provide their services in rail, road, sea and air field of transport have to obtain the Freight Forwarders Authorization License.

The new legislative act introduces a single license for freight forwarders who are going to do business in any among four different modes of transport or in combined transport, covering transportation from door to door. Under the new Law applicants for the authorization license can be both private and corporate companies, and submit the following:

- Letter of application,
- Commercial register certificate received from Chamber of Commerce and/or industry,
- Registered Electronic Mail address for corporate companies,
- Commercial Registry Gazette samples of the company,
- Company capital or working capital of at least 300.000 TL,
- A workplace address for head office and/or branches,
- Bank receipt for the payment of certification fee,
  Senior Manager Certificate for at least one personnel and Mid-level Manager Certificate for at least two personnel at administrative level.

The documents will be handed over to the Ministry of Transport and Infrastructure, the Directorate General for Dangerous Goods and Combined Transport, or to the Regional

[79] https://www.utikad.org.tr/Detay/Duyurular/6240/new-regulation-governing-freight-forwarding-in-Türkiye

Directorates for Transport. A notification will be sent to the applicant company after the documents have been approved by the administration. After the notification is received, the certification fee of 150.000 TL will be deposited to the account number specified in the notification within 10 days. After the whole process is completed and approved by the administration, the company will be entitled to receive the Freight Forwarders Authorization License. The license is valid for 5 years and it will be renewed for 5% of the current license fee in the year of renewal. Air freight forwarders, in addition to these requirements, need to have the Civil Aviation Authorized Agency License from Directorate General of Civil Aviation.

Liabilities of the Freight Forwarder within the Framework of the Concept of Carriage - The provisions regarding the freight forwarder are regulated between Articles 917 and 930 of Commercial Code numbered 6102 ("TCC") of Türkiye. Pursuant to Article 917 of the TCC, under the freight forwarding contract, the forwarder undertakes to have goods carried at an agreed fee. The party on the other side of the contract, and referred to as the "consignor" in the TCC, is defined as the person who appoints the forwarder for the purpose of having the goods carried, and undertakes to pay the fee agreed upon in the contract.

Under the freight forwarding contract, the forwarder undertakes to have goods carried, not to carry them, personally. What should be understood from the expression, "*have the goods carried,*" is the organization of the carriage. In this context, the forwarder is obliged to determine the transport modes and transportation route, to appoint the carrier or carriers to perform the actual carriage, to make the required contracts of carriage, warehouse, and freight forwarding, to give required information and instructions to the carrier or carriers, and to secure the rights of the consignor as to compensation.

Furthermore, fulfillment of performances like insurance, packaging, marking and clearance of the goods agreed upon for carriage, are within the scope of the obligations of the freight forwarder. Under the freight forwarding contract, unless otherwise provided, the freight forwarder is obliged to make required agreements for the fulfillment of these performances.

Pursuant to Article 918 of the TCC, the freight forwarder makes required agreements in his own name. In this context, it is accepted that an indirect representation relationship has been established between the consignor and the forwarder. If authorized by the consignor, it makes the relevant agreements on behalf of the consignor. In this case, the freight forwarder will directly represent the consignor. It is significant in terms of who will be deemed liable to the carrier under the carriage contract and on behalf of whom (forwarder or consignor) the contract of carriage is to be made between the forwarder and the carrier.

The freight forwarder is obliged to protect the benefits of the consignor and obey the instructions of consignor while carrying out its duties.

Undertaking the Carriage of Goods by the Forwarder - The freight forwarder may undertake to perform the carriage of the goods. If it uses this right, the forwarder is considered as the carrier in terms of the rights and obligations arising from the carriage. In this case, in addition to the fee to be requested for its activity, the forwarder may demand its ordinary carriage fee.

In a similar way, if an amount, including the transport expenses, is determined as a lump sum, the freight forwarder acquires the rights and obligations of the carrier concerning carriage. The

fee may be separately determined with respect to the forwarding, or it may be decided as a lump sum price that includes the carriage fee.

Forwarder's Right to Lien - Pursuant to Article 923 of the TCC, the freight forwarder has right to place a lien on the goods for all kinds of receivables arising from the freight forwarding contract. The right to place a lien may be defined as a right in rem, which gives the creditor the right to refrain from returning a property belonging to the debtor, and to convert the receivable into monies for collection, in the presence of certain conditions.

Debts of the Consignor under the Freight Forwarding Contract - Under the freight forwarding contract, the main debt of the consignor is to pay the agreed upon fee in the contract. The freight forwarder is also entitled to charge the expenses. The expenses arise as a result of the activities carried out by the freight forwarder for the carriage of goods specified in the freight forwarding contract, and also covers additional charges, such as carriage, warehouse and clearance of goods, as well as insurance expenses.[1] As well, the consignor is obliged to perform packaging, mark the goods, provide the required documents, and give the required information to the freight forwarder for the forwarder to fulfill its performances, if required. Another obligation of the consignor is to compensate the freight forwarder for any damages due to non-performance of the contract.[2]

Liability of Freight Forwarder - The freight forwarder is liable for the damage or loss of the goods in its possession. In order for the forwarder to be held liable for these damages, the event that causes the damage must occur while the property is in the possession of the forwarder. Even if the damage occurs later, if the event that causes the damage occurred while the property was in the possession of the forwarder, the freight forwarder is, again, liable for the damages.[3] If damage or loss of the goods occurs while in possession of the carrier, the forwarder should not be held liable. The freight forwarder is liable for losses not arising from the loss and damage of the goods in its possession, only if it breaches one of its obligations pursuant to Article 918. If loss cannot be prevented despite the due attention of the prudent merchant, the freight forwarder is released from liability. If loss is caused by an act of the consignor, or a special defect of goods, it is taken into consideration to what extent these facts are effective in the realization of the obligation of indemnity and determination of its scope.

UKRAINE

In Ukraine, the issue of cargo transportation by multimodal transport is regulated at the legislative level in a complete manner. The Verkhovna Rada of Ukraine adopted the Law "On Multimodal Transportation" on 17 November 2021; Ukraine also signed and ratified the relevant TRACECA Agreement on the development of multimodal transport.

In practice, if the stage of multimodal transportation at which the loss, damage or delay occurred is precisely established, then liability measures for the carrier are applied according to: Convention for the Unification of Certain Rules for International Carriage by Air (Montreal convention), Convention on the Contract for the International Carriage of Goods by Road (CMR), Convention on International Carriage by Rail COTIF-CIM, Agreement on International Freight Transport (SMGS). Ukraine has acceded to all the above listed international acts, including their

amendments and protocols. If the stage of multimodal transportation is not established, then the liability regimes contained in the Law of Ukraine apply. In order to cover all specific details on the subject the Ministry of Infrastructure of Ukraine is developing the "Rules for the organization and execution of multimodal transportation of goods" to adopt it by the end of 2022 and approve by the Decree of the Cabinet of Ministers.[80]

It should be noted that before the adoption of the Law on Multimodal Transportation in Ukraine, as in the most ex-Soviet states, transportation of goods by various modes of transport under a single document was called "direct mixed/ or combined transportation" and was regulated by specific rules or intergovernmental agreements regarding a certain type of transport or a certain route. For example, in Ukraine the following legislative acts were adopted and applied, which have not been canceled till now, and therefore can be used if necessary:

- Agreement on international railway freight traffic (SMGS), (valid from 01.11.1951, adopted by the Resolution of the Cabinet of Ministers of Ukraine dated 03.04.1993 No. 246, with comprehensive amendments and additions as of 01.07.2015, which establish uniform legal norms of the agreement on the carriage of goods in direct international railway-ferry traffic, and provide for the interaction of carriers (contractual and subsequent) in the transfer of goods, including on the water section of the route);
- Rules for the carriage of goods in wagons in international direct railway-ferry traffic between Ukraine and the Republic of Bulgaria. (RULES OF IPSW) (approved on 20.11.1995);
- Rules for the carriage of goods in wagons in international direct railway-ferry traffic through the ports of Ilyichevsk - Poti / Batumi between Ukraine and Georgia (signed on 17.04.1999, ratified by Ukraine on 16.03.2000, entered into force for Ukraine from 22.01.2002);
- Rules for the carriage of goods in international direct freight railway-ferry traffic between the ports of Ukraine and the ports of the Republic of Türkiye with rail links, between the Cabinet of Ministers of Ukraine and the Government of the Republic of Türkiye (ratified by the Law of Ukraine dated 09.10.2013 No. 633-VII, the Law of the Republic of Türkiye dated 16.03 .2017 No. 6827);
- Rules for the organization of the operation of freight cars in the international freight railway-ferry traffic between the ports of Ukraine and the ports of the Republic of Türkiye, which have rail links, between the Cabinet of Ministers of Ukraine and the Government of the Republic of Türkiye (approved by the Resolution of the Cabinet of Ministers of July 17, 2013 No. 520, the Republic of Türkiye dated March 16. 2017 No. 6827);
- Agreement on the use of freight wagons in international traffic (PGV Agreement), signed in Tehran on 01.05.2008, entered into force on 01.01.2009 with amendments and additions);
- Rules for the carriage of goods in direct mixed railway-water traffic (Articles 79-99 of the Charter of Ukrainian Railways) (approved by Order of the Ministry of Transport of Ukraine dated May 28, 2002 No. 334);

[80] https://www.railinsider.com.ua/miu-planuye-rozrobyty-nastupnogo-roku-kilka-regulyatornyh-aktiv-shhodo-zaliznychnogo-transportu/

- Other documents regulating the issues of transportation in direct international railway-ferry traffic.

The Law On Multimodal Transportation[81] - The law defines the legal and organizational framework for multimodal transport and aims to create conditions for their development and improvement, encourage the use of cleaner modes of transport to protect the environment, prevent climate change and excessive energy consumption. The law provides for the implementation of Council Directive 92/106 / EEC of 7 December 1992 laying down common rules for certain types of combined transport of goods between Member States (in accordance with Annex XXXII to Chapter 7 "Transport", Section V "Economic and sectoral cooperation" Ukraine-EU Association Agreement). The law introduces the concept of multimodal and combined cargo transportation, multimodal terminal, multimodal transportation document, operator and customer of multimodal transportation, definition of multimodal transportation agreement, its essential conditions, rights and obligations of its parties, basic principles of state regulation and state aid. The law enshrines the right of multimodal transport participants to carry out cargo transportation on the basis of a single contract (multimodal transport contract) for all stages of transportation regardless of changes in modes of transport and to carry cargo under one transport document (multimodal transport document). The law stipulates that when providing a multimodal freight service, the liability of the multimodal freight operator for the goods to the customer of the service covers the period from the moment of acceptance of the goods to the multimodal transportation and to the moment of delivery of the goods. In order to receive compensation for lost (damaged) cargo, the customer does not need to establish at what stage of transportation the damage or loss of cargo occurred or which of the carriers did not fulfil the obligation to deliver the goods on time. The law provides for the establishment of the maximum amount of liability of the multimodal transportation operator in special borrowing rights in accordance with current international practice.

The law differentiates two types of multimodal transportation: domestic and international. *International multimodal transportation* is defined as multimodal transportation with crossing the state border of Ukraine. The term *multimodal transportation of goods* refers to transportation of goods by two or more modes of transport on the basis of a multimodal transportation contract carried out under a multimodal transportation document. *Multimodal transportation contract* is an agreement between *a multimodal transportation operator and a customer* for the provision of a multimodal transportation service. Under the multimodal transport contract one party (operator of multimodal transportation) undertakes for a fee and at the expense of the other party (the customer) to provide service of multimodal transportation, including with involvement of other participants, within the period established by the contract. The multimodal transport contract is concluded in writing. The essential terms of the multimodal transport contract are the following:

- The subject of the contract;
- rights, obligations of the parties;
- contract price;
- contract term;
- term (term) of performance of the contract;
- information about the parties to the contract;
- type and name of cargo;

[81] https://zakon.rada.gov.ua/laws/show/1887-20#Text

- the types of transport that will be used and the route of multimodal transportation, indicating the multimodal terminals where the change of modes of transport is carried out;
- points of departure and destination of cargo;
- liability of the parties for improper performance by the parties of the terms of the agreement;
- as well as all conditions on which, at the request of at least one of the parties, agreement must be reached.

Multimodal transport document means a transport document (transport consignment note, bill of lading, etc.) confirming the conclusion of a multimodal transportation agreement and acceptance of cargo under the responsibility of the multimodal transportation operator from the customer, which is issued by the multimodal transportation operator and for which the cargo is transported. The form of a single transport document shall be approved by the Cabinet of Ministers of Ukraine. The multimodal transport document should contain the information on:

- The operator of multimodal transportation and the customer of service of multimodal transportation;
- name, type, quantity and weight of cargo gross;
- the types of transport that will be used and the route of multimodal transportation, indicating the multimodal terminals where the change of modes of transport is carried out;
- points of departure and destination of cargo;
- consignee.

During the implementation of *international multimodal cargo transportation*, multimodal transportation operators, actual carriers use the goods and transport documents provided by international agreements of Ukraine as a transportation document.

The Law describes *"the multimodal transport operator"* as an economic entity that enters into a multimodal transport contract, accepts the cargo under its responsibility for the time of transportation, draws up a multimodal transportation document and carries out or ensures the transportation of cargo to the destination. The multimodal transport operator has the right to:

- choose or change the mode of transport and the route of multimodal transport, acting in the interests of the customer, subject to amendments to the multimodal transport contract, with the consent of the parties and the permission of the customs authority, if it is the international transportation of goods;
- to carry out multimodal transportation of goods under one or more multimodal transportation document;
- deviate from the instructions of the customer in the manner prescribed by the multimodal transportation contract;
- not to start fulfilling obligations under the multimodal transport contract until receiving from the customer and transport documents, documents necessary to control compliance with established prohibitions and / or restrictions on movement of goods across the customs border of Ukraine, and information on cargo properties, conditions of its transportation, as well as information provided by the multimodal transport contract;
- to involve other participants of multimodal transportation of goods in the provision of multimodal transportation services on the terms of concluding agreements with them,

remain responsible to the customer for the results of their work. In this case, the multimodal transport operator acts before other participants of multimodal transportation of goods involved in the provision of multimodal transportation services as a customer.

The multimodal transport operator is obliged to:

- provide a multimodal transportation service provided by the contract;
- to reimburse the losses of the customer;
- to issue a multimodal transport document;
- in case of loss or issuance without the permission of the customs authority of goods under customs control and moving in transit, to pay customs duties established by law for the import of these goods. Violation by the carrier of the terms of delivery of goods established by the Customs Code of Ukraine, if all other requirements are met, does not create an obligation for the multimodal transportation operator to pay customs duties;
- to ensure compliance with the requirements of the legislation of Ukraine on customs matters during the implementation of international multimodal transportation.

Legislation and the multimodal transport contract may provide for other rights and obligations of the multimodal transport operator.

The term *"customer of a multimodal transport service"* is used by the Law to refer to a natural or legal person who, under a multimodal transport contract, independently or through a representative acting on his behalf, orders the multimodal transport operator to provide a multimodal transport service. The customer of the multimodal transportation service has the right to:

- require the multimodal transport operator and the actual carrier to provide information on the progress of multimodal transport;
- determine the route of multimodal transportation and modes of transport;
- change the types of transport and the route of multimodal transportation, subject to amendments to the contract of multimodal transportation;
- give instructions to the multimodal transport operator, which do not contradict the multimodal transport contract and the documents provided to the multimodal transport operator.

The customer of the multimodal transportation service is obliged to:

- provide the multimodal transport operator with complete, accurate and reliable information on the name, quantity, quality and other characteristics of the cargo, its properties, conditions of its storage and transportation, other information provided by the multimodal transportation agreement;
- provide the multimodal transport operator with the goods and transport documents necessary for phytosanitary control, veterinary and sanitary control, state control over compliance with the legislation on food, feed, animal by-products, animal health and welfare.

In the case of international multimodal transport, the customer of the multimodal transport service is obliged to provide the cargo documents required for customs control. Legislation and

the contract of multimodal transportation may provide for other rights and obligations of the customer.

The *"actual carrier"* stands for a legal or natural person who, on a contractual basis, has undertaken obligations and responsibility for delivery to the destination of the goods entrusted to him and delivery to the person authorized to receive the goods specified in the multimodal cargo document or cargo contract. The actual carrier has the right to:

- refuse to accept the cargo for transportation, if the multimodal transport operator has not prepared the cargo or the necessary documents or made changes to the details of such documents without prior consent;
- refuse to transport cargo if the multimodal transport operator submits for transportation cargo not stipulated by the contract of carriage, packaging and / or packaging of cargo does not meet the requirements established by law, etc.;
- receive compensation from the multimodal transport operator if the vehicle was damaged during cargo operations or during the transportation of goods due to the fault of the multimodal transport operator.

The actual carrier must:

- deliver the goods to the destination within the period stipulated in the contract of carriage of goods concluded with the operator of multimodal transportation;
- to ensure the safety of cargo during multimodal transportation.

The rights and obligations of the actual carrier carrying out the carriage of goods and vehicles under customs control shall be determined by the Customs Code of Ukraine. Legislation and the contract of carriage of goods may provide for other rights and obligations of the actual carrier.

The Law also defines *"combined transportation of goods"* which refers to multimodal transport of goods by the same transport unit without overloading of cargo when changing the mode of transport, where most of the route is by sea, river or rail, and the section of the route by road is as short as possible.

The law provides that if an international treaty of Ukraine, the binding nature of which has been approved by the Verkhovna Rada of Ukraine, establishes rules other than those provided for by this Law, the rules of the international treaty shall apply.

The Law describes *"combined transport"* as the implementation of multimodal carriage of goods where the lorry, trailer, semi-trailer, with or without tractor unit, swap body or container marked in accordance with international standards uses the road on the initial or final leg of the journey and, on the other leg, rail or inland waterway or maritime services where this section exceeds 100 km as the crow flies and make the initial or final road transport leg of the journey.

The initial or final road transport leg of the journey is defined as:

- between the point where the goods are loaded and the nearest suitable rail loading station for the initial leg, and between the nearest suitable rail unloading station and the point where the goods are unloaded for the final leg, or

- within a radius not exceeding 150 km as the crow flies from the inland waterway port or seaport of loading or unloading.

This description is equal to the one adopted by EU Council Directive 92/106/EEC of 7 December 1992 on the establishment of common rules for certain types of combined transport of goods between Member States.

During international multimodal transportation, when goods are imported into the customs territory of Ukraine by rail in road vehicles, at checkpoints (control points) for railway traffic, border control and official control of goods are carried out by customs authorities through preliminary documentary control. Such control may be carried out jointly with the border and customs authorities of neighbouring states. The single fee[82] for official control measures (including in the form of preliminary documentary control) shall be levied in accordance with **the Law of Ukraine "On the single fee levied at checkpoints (checkpoints) across the state border of Ukraine"**[83] *(Table 7).*

Multimodal cargo transportation may be carried out at a single (through) tariff. The single (through) tariff is calculated by the multimodal transportation operator. The main components of the single (end-to-end) tariff are: *the cost of liability insurance of the multimodal transport operator, the cost of cargo transportation by modes of transport involved in multimodal transport, the cost of basic and related services provided in terminals during loading, unloading and replacement of transport, operator profit multimodal transportation, the cost of services of actual carriers and third parties involved in the provision of multimodal transportation services.*

Payments for works and services related to multimodal transportation, which are not subject to state regulation of tariffs, shall be made at free prices determined by agreement of the parties in a manner that does not contradict the legislation on protection of economic competition.

The multimodal transport operator shall be liable for the actions and omissions of the actual carrier, owners of multimodal terminals or business entities in whose possession and use legally are multimodal terminals, and third parties involved in the provision of multimodal transport services, as well as for own actions, from the moment of acceptance of cargo under the responsibility for the time of transportation to the moment of delivery of cargo to the consignee of cargo.

[82] For motor vehicles and containers crossing the state border of Ukraine without cargo, the rate of the single fee for control specified by the Law shall be set at 20 percent of the rate specified in the Table 1 for the respective motor vehicle and container. At the same time, the fare on the roads of Ukraine (for each kilometre of travel), including for exceeding the established dimensions of the total mass, axial loads and (or) overall parameters, is fully recovered. In the case of crossing the state border of Ukraine by railway cars without cargo, the single fee is not charged. The single collection of vehicles is not charged in case of transit of goods that are not subject to passage through the customs border of Ukraine and transhipped to another vehicle in the customs control zone of the checkpoint, which is both the point of entry and exit of these goods. The single fee for the control specified by this Law shall not be charged in case of transhipment at the checkpoint across the state border of Ukraine of cargo from water and air vehicles and from pipeline transport to other types of transport (road, rail). From non-resident carriers, the activity of which is carried out on the basis of international agreements of Ukraine, the binding nature of which has been approved by the Verkhovna Rada of Ukraine, a single fee shall be levied in accordance with these agreements.

[83] https://zakon.rada.gov.ua/laws/show/1212-14#Text

Type of vehicle	Capacity or total weight of the vehicle with the load	The rate of the single fee per unit of vehicle in euros	
		for control	for travel by road (for each kilometer of travel)
1. Buses	From 10 to 30 seats inclusive	4	0.04
	More than 30 seats	10	0.04
2. Trucks with / or without trailers and tractors with / or without semi-trailers	Up to 20 tons inclusive	10	0.04
	More than 20 to 40 tons inclusive	20	0.04
3. Heavy vehicles	More than 40 to 44 tons inclusive	20	0.2
	More than 44 to 52 tons inclusive	20	0.4
	From 52 to 60 tons inclusive	20	0.54
	More than 60 tons (for every next 10 tons)	20	1.56
4. Heavy-duty vehicles with excess axle loads	Up to 5% inclusive	-	0.1
	More than 5% to 10% inclusive	-	0.2
	More than 10% to 20% inclusive	-	0.54
	More than 20% for every next 5%	-	0.30
5. Large vehicles with excess of the established parameters of width, height, length	For each parameter	-	0.06
6. Railway car, container		4	-

Table 7. Single fee* for *control of goods carried out by customs authorities

For non-performance or improper performance of obligations under the multimodal transportation contract and this Law, the operator and the customer of the multimodal transportation service shall be liable in accordance with the Civil Code of Ukraine, the Customs Code of Ukraine, other laws and the multimodal transportation contract.

Notification of the multimodal transport operator about loss or damage of cargo shall be carried out in accordance with the procedure provided for by the Rules for organization and execution of multimodal cargo transportation (to be approved by the end of 2022). During the international multimodal transportation, the responsibility of the multimodal transportation operator is determined by the multimodal transportation agreement, the Customs Code of Ukraine and international agreements of Ukraine.

The limit of liability of a multimodal transport operator may not exceed the limit of liability of the actual carrier to the multimodal transport operator, unless the limit of liability of the multimodal transport operator under the terms of the multimodal transport contract is determined by the declared cost of cargo. If the value of the cargo was declared by the customer and included in the multimodal transport contract or the declared value of the cargo is greater than the limit of

liability determined in accordance with this Law, the limit of liability of the multimodal transportation operator is determined by the multimodal transportation contract.

In accordance with the article 919 of **the Civil Code of Ukraine**[84], cargo not delivered to the consignee at his request ***within thirty days after the expiration of the term of its delivery***, unless a longer term is established by the contract, transport codes (statutes), **is considered lost**. The consignee must accept the cargo that arrived after the expiration of the above deadlines and return the amount paid to him by the carrier for the loss of cargo, unless otherwise provided by contract, transport codes (statutes). The carrier for failure to provide a vehicle for the carriage of goods, and the sender for failure to provide cargo or non-use of the provided vehicle for other reasons are liable under the contract, unless otherwise provided by transport codes (statutes) (Article 921). The carrier is responsible for the safety of cargo from the moment of acceptance for transportation and delivery to the consignee, unless he proves that the loss, shortage of or damage to cargo occurred due to circumstances that the carrier could not prevent and eliminate which did not depend on him. The carrier shall be liable for loss, shortage of or damage to the cargo accepted for carriage in the amount of actual damage, unless he proves that it was not his fault. A claim against the carrier may be brought by the consignor or consignee in the event of a full or partial refusal of the carrier to satisfy the complaint or failure to receive a response from the carrier within one month. ***The limitation period is from the moment determined in accordance with the transport codes (statutes) shall be applied to the requirements arising from the contract of carriage of goods.***

Law of Ukraine on Transport and Forwarding Activity [85] – the legislation of Ukraine differentiate freight forwarder from multimodal operator. Freight forwarder - a business entity that, on behalf of the client and at his expense, performs or organizes the performance of freight forwarding services specified in the contract of freight forwarding. Freight forwarding service refers to a work that is directly related to the organization and provision of transportation of export, import, transit or other cargo under the contract of freight forwarding. Under the contract of freight forwarding, one party (forwarder) undertakes for a fee and at the expense of the other party (client) to perform or organize the performance of services specified in the contract related to the carriage of goods. The contract of freight forwarding is concluded in writing. The freight forwarder's fee is the funds paid by the freight forwarder's client for the proper performance of the freight forwarding contract. The freight forwarder's fee does not include the freight forwarder's expenses for payment of services (works) of other persons involved in the performance of the freight forwarding contract, for payment of fees (mandatory payments) paid during the performance of the freight forwarding contract. Proof of the freight forwarder's expenses are documents (invoices, bills of lading, etc.) issued by business entities involved in the performance of the freight forwarding agreement or by the authorities. Transportation of goods is accompanied by goods and transport documents drawn up in the language of international communication, depending on the chosen mode of transport or in the state language, if the goods are transported in Ukraine.

Such documents can be:

[84] https://zakon.rada.gov.ua/laws/show/435-15
[85] https://zakon.rada.gov.ua/laws/show/1955-15#Text

- air waybill;
- international car consignment note (CMR);
- bill of lading;
- CIM consignment note;
- Cargo Manifest;
- other documents specified by the laws of Ukraine.

The fact of providing the freight forwarder's service during transportation is confirmed by a single transport document or a set of documents (railway, road, air waybills, bills of lading, etc.), which reflect the route of the cargo from the point of departure to its destination.

The above-mentioned Law of Ukraine contains articles that cover in detail the rights and obligations of freight forwarders and customers, their limits of liability, as well as insurance and dispute resolution issues.

Law of Ukraine on Transit of Cargoes[86] - Multimodal transportation of goods under transit is carried out in accordance with this Ukrainian law. In a mixed connection, the transit of goods may be associated with their reloading from one mode of transport to another, processing, sorting, packaging, measuring, accumulation, formation or grinding of consignments of transit cargo, temporary storage. etc. Such operations are carried out in customs control zones exclusively at the choice of a cargo owner/ or person authorized by him. The transit of goods is accompanied by a consignment note drawn up in the language of international communication. Depending on the chosen mode of transport, such a consignment note may be as following:

- air waybill,
- international road consignment note (CMR),
- SMGS consignment note,
- CIM consignment note,
- CIM/SMGS consignment note,
- bill of lading (B/L).

Additionally, the transit of goods may be accompanied (if any) by an invoice or other document indicating the value of the goods, packing list (specification), consignment note (Cargo Manifest), TIR Carnet, ATA book (ATA carnet).

THE REPUBLIC OF UZBEKISTAN

Uzbekistan is not a contracting party to the TRACECA Agreement on the development of multimodal transport, nevertheless, the national legislation regulates the sphere of multimodal transport in sufficient details, that, in essence are multimodal under its definition fixed in the Article 4 of the national Law on Transport:[87]

[86] https://zakon.rada.gov.ua/laws/show/1172-14
[87] https://lex.uz/docs/5563048

"... multimodal transportation – is a transportation of passengers, luggage, cargo luggage, cargo, postal and courier items by different modes of transport under a single transport document issued for the entire route."

The current **Law on Transport of the Republic of Uzbekistan** was adopted by the Legislative Chamber on March 3 and approved by the Senate on May 29, 2021 is the main regulatory act on transportation by various modes of transport across the country and in transit.

It defines multimodal transport operator as *a legal entity that organizes transportation and takes responsibility for all carriers and third parties involved in transportation.* Road, rail, air and water transport organize a multimodal transport system through their coordinated interaction with the observance of the requirements of transport logistics and the use of transport infrastructure. The customer, multimodal transport operator and carriers are members of multimodal transport. According to the Law, client is an individual or legal entity (passenger, consignor, consignee, charterer) using transport services on the basis of an agreement with a carrier or multimodal transport operator.

A single consignment note is a single shipping document for all participants in multimodal transport, which is intended for writing off inventory, accounting on the way of their movement, posting, conducting warehouse operations and accounting, as well as for settlements for the carriage of goods and accounting for work performed. When organizing multimodal transport, transport logistics should ensure the presence of a single operator of the transportation process and a single transportation document, the application of an end-to-end transport tariff and a consistently central scheme of interaction of all participants in multimodal transport, as well as single responsibility for the transportation process. The through transport tariff for multimodal transport is formed from the number of payments for transportation services by each of the modes of transport on the date of concluding multimodal transport agreements at tariffs in force for each mode of transport.

A multimodal transport agreement is concluded between the multimodal transport operator and the client and should contain:

- the rights and obligations of the client and the multimodal transport operator;
- responsibility of the client and the multimodal transport operator;
- the procedure for filling out a single consignment note;
- terms and conditions of delivery;
- destinations;
- volumes and sizes of baggage, cargo luggage, cargo, postal and courier items;
- cost and payment procedure.

The multimodal transport operator has the right to:

- refuse multimodal transportation of cargo which by their properties, weight and dimensions do not correspond to the data on cargo specified in the multimodal transportation agreement;
- refuse multimodal transportation and return cargo to the consignor, having previously notified him of this in writing or electronically in the event that it is not possible to deliver cargo due to force majeure to the point destination specified by the client in the multimodal

transport contract. In this case, the additional costs of the multimodal transport operator are paid by the consignor (consignee), unless otherwise provided by the multimodal transport agreement;
- demand from the client the proper performance of obligations under the multimodal transport agreement.

The multimodal transport operator is obliged:

- organize the transportation of cargo using various types of transport from the point of departure to the point of destination in accordance with the multimodal transport agreement;
- accept cargo within the terms established by the multimodal transport agreement;
- provide monitoring of the movement of cargo at each stage of transportation;
- ensure safety along the entire route, delivery within the terms established by the multimodal transport agreement and the delivery of cargo to the person authorized to receive them (consignee).

The client has the right to:

- get information about the route, composition and types of transport;
- require the multimodal transport operator to properly fulfill the obligations under the multimodal transport agreement;
- claim compensation for damage caused in multimodal transport, upon presentation of written documentary evidence.

The client is obliged:

- pay the multimodal transport operator for all payments due stipulated in the multimodal transport agreement;
- provide cargo to the multimodal transport operator in accordance with the time specified in the multimodal transport agreement.
- The client may also bear other obligations in accordance with the legislation and the multimodal transport agreement.

The agreement on providing multimodal transport is concluded between the multimodal transport operator and carriers of various modes participating in the transportation, and should contain but not limited to:

- rights and obligations of the multimodal transport operator and the carrier;
- responsibility of the multimodal transport operator and the carrier;
- cost of services of each carrier and the procedure for their payment;
- procedure for the interaction of carriers and the transfer of cargo from one type of vehicle to another;
- procedure for filling out a single transportation document (single consignment note);
- terms and conditions of carriage.

Transport organizations, multimodal transport operators, carriers have to ensure safety of cargo from the moment they are accepted for transportation until their release to recipients, unless

otherwise provided by the contract. Agreements of the carrier, and in case of multimodal transport - of the operator of multimodal transport cargo owners on the limitation or elimination of the liability established by law are invalidated. The carrier, and in case of multimodal transport - the operator of multimodal transport, ensures the safety of cargo from the moment they are accepted for carriage until they are issued to the recipient or another authorized person.

The carrier, and in case of multimodal transport - the operator of multimodal transport is responsible for the loss, shortage of or damage (spoilage) to cargo accepted for carriage, unless it proves that their loss, shortage of or damage (spoilage) to occurred without his/her fault. Damage caused during the carriage of cargo shall be reimbursed in the following cases:

- loss or shortage - in the amount of the cost of lost or missing cargo;
- damage (spoilage) to cargo - in the amount by which their cost has decreased, and if it is impossible to restore damaged (spoiled) cargo - in the amount of their value;
- loss of cargo handed over for carriage with the declaration of their value - in the amount of the declared value of cargo.

If, as a result of damage (spoilage), for which the carrier is responsible, and in case of multimodal transport - the multimodal transport operator and the carrier participating in multimodal transport, the quality of cargo has changed so much that they cannot be used for direct destination, the recipient of cargo has the right to refuse them and demand compensation for loss.

In cases of loss or shortage of cargo the transport organization and the carrier, and in case of multimodal transport - the multimodal transport operator, consider the claims of consignors, consignees or persons authorized by them who have the right to file a complaint or claim, in accordance with the legislation and international treaties of the Republic of Uzbekistan. The laws may provide for other types of liability of the carrier, and in case of multimodal transport - the operator of multimodal transport.

Chapters 39 and 40 of **the Civil Code of the Republic of Uzbekistan**[88] *regulate transportation and freight forwarding accordingly. Chapter 24 concerns the liability for breach of obligations.*

Thus, if the freight forwarder proves that the violation of the obligation was caused by improper performance of the contracts of carriage, the freight forwarder's liability to the client is determined by the same rules according to which the respective carrier is responsible to the freight forwarder. The client is obliged to provide the forwarder with documents and other information about the properties of the cargo, the conditions of its carriage, as well as other information necessary for the forwarder to fulfil the obligations stipulated by the freight forwarding agreement. If the freight forwarder is not obliged to fulfill his obligations personally from the freight forwarding agreement, the freight forwarder shall have the right to involve other persons in the performance of his duties. *The imposition of the performance of the obligation on a third party does not release the forwarder from liability to the client for the performance of the freight forwarding agreement.* The client or the freight forwarder has the right to refuse to execute the transport forwarding agreement, having notified the other party about this, 10 days in advance. In the event of a unilateral refusal to fulfill the contract of transport forwarding, the party that

[88] https://www.lex.uz/acts/180550#187607

announced the refusal shall reimburse the other party for losses caused by the termination of the contract.

In accordance with the Article 713 of the Civil Code, the relationship of transport organisations in the carriage of cargo by different modes of transport under a single transport document (direct mixed traffic), as well as the procedure for managing these transportations, are determined by agreements with the respective organisations, concluded in accordance with the legislation on direct mixed (combined) transport.

Article 721 of the Civil Code specifies that, carrier is responsible for the loss, shortage of or damage (spoilage) to the cargo accepted for carriage, unless it proves that the loss, shortage of or damage (damage) to the cargo or baggage was not his fault. Damage caused during the carriage of cargo or baggage is reimbursed by the carrier as the following:

- in case of loss or shortage of cargo or baggage - in the amount of the value of the lost or missing cargo or baggage;
- in case of damage (spoilage) of cargo or baggage - in the amount by which its value has decreased, and if it is impossible to restore the damaged (spoiled) cargo or baggage in the amount of its value;
- in case of loss of cargo or baggage handed over for carriage with the declaration of its value - in the amount of the declared value of the cargo or baggage.

Transport organization, along with compensation for actual damage, returns to the sender (recipient) the carriage charge collected for the carriage of the lost, missing or damaged (spoiled) cargo, if this fee is not included in the price of the cargo. Sender has the right to demand compensation from the carrier and other losses caused by the loss, shortage of or damage (spoilage) to goods. *For the loss, shortage of and damage (spoilage) to cargo, carriers in direct mixed traffic are jointly and severally liable to the consignor (consignee). The last carrier is responsible for the delay, unless he proves that the delay was not the fault of the carriers.*

The conditions for the carriage of cargo by individual modes of transport, as well as the responsibility of the parties for the carriage are determined by agreement of the parties, unless otherwise established by the Civil Code, transport charters and codes, other laws and rules prepared in accordance with them. Before filing a claim against the carrier arising from the carriage of goods, it is mandatory to present a complaint against the carrier. A claim against the carrier may be brought by the consignor or the consignee *in the event of a complete or partial refusal of the carrier to satisfy the complaint or failure to receive a response from the carrier within thirty days.* The limitation period for claims arising from the carriage of goods is established at one year from the moment determined in accordance with Article 154 of the Civil Code. As per the Article 154, the course of the limitation period begins from the day when the person learned or should have learned about the violation of his right. For obligations with a specific performance period, the limitation period begins at the end of the performance period. For obligations, the term of performance of which is not determined or is determined by the moment of demand, the limitation period begins from the moment when the creditor has the right to present a claim for the performance of the obligation, and if the debtor is presented with a grace period for the performance of such a requirement, the calculation of the limitation period begins at the end of the specified period. For recourse obligations, the limitation period begins from the moment the main obligation is fulfilled.

Transportation of cargo as well as services related to transportation, are carried out at free and regulated rates. In order to implement social policy or regulate the activities of natural monopoly entities in the field of transport, ***the state sets the maximum tariffs for certain types of transport services. Losses of transport organizations as a result of the state's setting the maximum rate of tariffs and providing benefits to passengers and certain categories of citizens are reimbursed in accordance with the law at the expense of the state budget of the Republic of Uzbekistan*** (please, refer to the TRACECA Overview on the measures taken to promote multimodal transport between Asia and Europe, 2022). For the carriage cargo, the provision of freight forwarding services, a fee is charged, the amount of which is established by agreement of the parties, unless otherwise provided by law. The conditions for the carriage cargo, the provision of freight forwarding services and the responsibility of the parties for carriage and freight forwarding operations are determined by regulatory legal acts, as well as contracts for carriage and freight forwarding.

Decree No. 348 of the Cabinet of Ministers of the Republic of Uzbekistan "On improving the regulation of transport and forwarding activities in the Republic of Uzbekistan" dated September 9, 2000 approved **the Regulations on transport and forwarding enterprises and the procedure for providing transport and forwarding services[89]. –** Multimodal transport of goods is defined as the carriage of goods by two or more modes of transport on the basis of an agreement of transport and forwarding services from the place of arrival of the goods *under the jurisdiction of the transport and forwarding company* to the place of destination.

According to the Regulations forwarder is a party to the freight forwarding agreement - a legal entity engaged in organizing the movement of goods, while performing a wide and varied range of work on the carriage of goods by rail, water, road, air transport, as well as insurance of goods, risks and vehicles, lending, warehousing, storage, handling of goods and documents, declaration and customs procedures and other services provided for in the contract of transport and forwarding services, *as well as ensuring control over the implementation of these transportation and protecting the interests of the client in front of transport companies*. Forwarding services are a complex of intermediary and auxiliary technological services, the provision of which is assumed by the forwarder in accordance with the contract. Transport - forwarding service is a type of transport service associated with the organization of the process of sending and receiving cargo, as well as the performance of other types of work related to the carriage of goods in accordance with the contract of transport forwarding.

As per the Regulations, carrier is a party to the contract of carriage, which undertakes to deliver the cargo entrusted to it to the point of destination and issue it to the consignee or transfer it to another transport organization. *Transport document* is issued by a carrier or freight - forwarding company document certifying the contract of carriage or a transport - forwarding services, the adoption of the carrier or freight - forwarding company cargo in his charge. *Forwarding order* is a document issued by the client to the forwarder for the organization of the transport process and transport and forwarding services for goods. The relationship between the forwarder and the client is determined by the *freight forwarding agreement*. The contract of freight forwarding shall be in writing and contain a specific list of transport - forwarding services related to the

[89] https://lex.uz/docs/362437

organization of transportation process various types of transport, including mixed, both in domestic and international traffic, the names and addresses of the parties, the name of item (s) of origin and appointments and other conditions. *After the goods were taken in charge by a transport - forwarding company is obliged to issue a transport document (bill of lading) for transportation*, overhead transport - forwarding services.

Execution of a contract for the carriage of goods subject to excise tax, the import and export of which is carried out under special permits and quotas, as well as dangerous goods and waste is allowed only with the appropriate permits. Forwarder in accordance with the contract concluded with the customer, carrier and other persons involved in the transport process, carries freight - forwarding services.

The freight forwarder is responsible for:

- fulfilment of the terms of the contract of transport and forwarding services in cases where there were violations, compensates for losses, and also pays forfeit, unless otherwise provided in the contract of transport and forwarding services or in legislative acts;
- fulfilment of the terms of the contract of transport and forwarding services by a third party involved in the implementation of the contract. The freight forwarder is liable for damages caused by third parties. After damages have been reimbursed, the freight forwarder may bring claims against this third party on a recourse basis;
- safety of the cargo, compliance with the agreed delivery times. In case of non-fulfilment of the terms of the contract, the freight forwarder compensates, respectively, transportation costs, customs duties and costs associated with the transportation of lost cargo, or losses associated with a decrease in the value and damage to the cargo on the basis of its value declared in the invoice.

Rules on Transportation of Goods by Road in the Republic of Uzbekistan was approved by the Resolution of the Cabinet of Ministers No. 213 of August 1, 2014[90]. Regards the carriages by different modes of transport its Article 2 stipulates that "…relations arising from the carriage of goods by road in cooperation with rail, sea, river, air and other modes of transport, and the procedure for organizing such transportation are regulated by agreements between carriers."

The carrier must deliver the goods within the time frames stipulated by the contract of carriage. The delivery time of the cargo may increase for the duration of force majeure circumstances or by mutual agreement of the parties. A note is made about the delay in delivery of the goods in the waybill, indicating the reasons and time of the delay. If the client is not satisfied with the vehicle submitted by the carrier, he has the right to refuse it by drawing up and handing over to the carrier an appropriate act.

For the carriage of goods, a fee is charged, established by the contract of carriage, unless otherwise provided by law. The consignor (forwarder) must indicate in the consignment note the mass of the cargo and the method of its determination, if the mass was determined by indirect weighing. When transporting goods in a covered vehicle or in separate sections, containers or tanks sealed by the consignor (forwarder), the mass of the cargo is determined by the consignor

[90] https://www.lex.uz/acts/2441652

(forwarder). The client has the right to consider the cargo lost and demand compensation for the loss of the cargo, if this cargo was not issued to the consignee at his request:

- for transportation in city and suburban traffic - within 10 days from the date of acceptance of the cargo for transportation;
- when the carriage Intercity trains - within 30 days, at the expiration of the delivery period;
- *for transportation in direct mixed traffic - upon the expiration of four months from the date of acceptance of the cargo for transportation.*

The base for filing claims for the idle time of a vehicle are the marks in the consignment note or waybill about the time of arrival and departure of the vehicle. *The consignor is liable to the carrier, consignee and other persons involved in the transportation process for all losses that may arise due to the incorrectness, inaccuracy or incompleteness of the information specified by him in the shipping documents. Prior to filing a claim against the carrier arising from the contract for the carriage of goods, it is mandatory to present a complaint to him.* Claims for compensation for damage for loss, damage, shortage or damage to cargo must be submitted for each shipment separately. For homogeneous goods of one consignor to the address of one consignee, it is allowed to present one claim for a group of consignments. Complaints against the carrier may be presented by the client after the expiry of the delivery time periods specified in contract of carriage. If there is a delay in the delivery time, the carrier must inform the consignee.

The claims must be accompanied by the necessary documents (consignment note, receipt for the goods and damage calculation). *A complaint submitted to the carrier without the necessary documents is returned to the applicant within ten days from the date of receipt*, together with the documents submitted and instructions on the reasons for the return. In this case, the period established for the presentation of complaint is not interrupted.

The day the client submits a complaint is the day the complaint is sent to the post office or directly to the carrier against receipt. The carrier must notify the client of the results of the consideration of the complaint within thirty days. If the carrier rejects the complaint, he must indicate the reasons for the rejection of the claim. A claim against the carrier may be brought by the consignor or consignee in case of complete or partial refusal of the carrier to satisfy the complaint or failure to receive a response from the carrier within thirty days.

The *Customs Code of the Republic of Uzbekistan*[91] defines the list of documents and information required to be provided when exporting goods and (or) vehicles, depending on the type of transport and kind of goods.

When importing goods and (or) vehicles into the customs territory, the carrier should submit to the customs authority:

1) for international carriage by road vehicle:

a) documents related to the vehicle:

- certificate of registration of a motor vehicle in accordance with the Convention on Road Traffic (Vienna, November 8, 1968);

[91] https://lex.uz/docs/2876352

- permission of the authorized body for entry, exit and transit passage of foreign vehicles through the territory of the Republic of Uzbekistan in cases stipulated by international treaties of the Republic of Uzbekistan;
- certificate of approval of the vehicle for the international carriage of goods under Customs seal in accordance with the requirements of the Customs Convention on International Transport of Goods under Cover of TIR Carnets (Geneva, 14 November 1975), in the case of transportation of goods using the international road books transport (hereinafter - TIR);
- certificate of approval of the vehicle for the carriage of perishable goods, in the case of the carriage of perishable goods;
- certificate of admission of a vehicle to the carriage of dangerous goods, in the case of the carriage of dangerous goods;

b) documents related to the goods:

- consignment note in accordance with the requirements of the Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19, 1956);
- a TIR Carnet in accordance with the Customs Convention on the International Carriage of Goods under the Application of a TIR Carnet (Geneva, November 14, 1975), in the case of the carriage of goods under the application of TIR Carnets;
- commercial documents;
- documents specified by the acts of the Universal Postal Union for accompanying international postal items;

c) information that must be contained in the documents provided for in subparagraphs "a" and "b" of this paragraph:

- name and mailing address of the carrier;
- the place (country) of acceptance of the goods for transportation and the place (country) intended for delivery;
- name of the country of origin and country of destination of the goods;
- name and postal address of the sender and recipient of the goods;
- the name and codes of goods in accordance with the Harmonized Commodity Description and Coding System of the World Customs Organization at a level of at least six characters, with the exception of international postal and courier items;
- gross weight of goods (in kilograms) and invoice value of goods for each specified product code;
- number of packages;
- identification numbers of containers;

2) for international carriage by water transport:

a) documents:

- general declaration;
- declaration for goods;
- declaration of ship's stores;
- declaration of personal belongings of the ship's crew;
- crew list;
- list of passengers;
- transport documents;
- commercial documents;

- documents specified by the acts of the Universal Postal Union for accompanying international postal items;

b) information that must be contained in the documents provided for in subparagraph "a" of this paragraph:

- the registration number of the vessel and its nationality;
- name of the vessel;
- the name of the captain;
- name and address of the shipping agent;
- the number of passengers on the ship, their last names, first names, citizenship (nationality), date and place of birth, port of embarkation and disembarkation;
- the number and composition of crew members;
- the name of the port of departure and port of call of the vessel;
- the name and codes of goods in accordance with the Harmonized Commodity Description and Coding System of the World Customs Organization at a level of at least six characters, with the exception of international postal and courier items;
- gross weight of goods (in kilograms) and invoice value of goods for each specified product code;
- number of packages;
- the name of the port of loading and port of unloading of goods;
- numbers of bills of lading or other documents confirming the existence and content of the contract of sea (river) carriage for goods to be unloaded at this port;
- the name of the ports of unloading of the goods remaining on board;
- the name of the ship's supplies available on the ship, indicating their quantity;
- a description of the placement of goods on the ship;

3) <u>for international carriage by air:</u>

a) documents in accordance with the Convention on International Civil Aviation (Chicago, December 7, 1944):

- general declaration;
- cargo list;
- air waybill;
- commercial documents attached to the air waybill. When transporting goods in batches, these documents are submitted to the first batch of goods;
- documents specified by the acts of the Universal Postal Union for accompanying international postal items;

b) information that must be contained in the documents provided for in subparagraph "a" of this paragraph:

- indication of nationality marks and aircraft registration marks;
- flight number, indication of the flight route, point of departure, destination of the aircraft;
- the name of the aircraft operator;
- number of crew members;
- the name and codes of goods in accordance with the Harmonized Commodity Description and Coding System of the World Customs Organization at a level of at least six characters, with the exception of international postal and courier items;
- the number of the air waybill, the number of seats on the air waybill and in the consignment;

- the name of the points of departure and destination of the goods;
- the number of onboard supplies loaded on board the departing vessel (the number of units and the name of each product);
- the presence on board the aircraft of international postal and courier items;
- gross weight of goods (in kilograms) and invoice value of goods for each specified product code;

4) for international carriage by rail:

a) documents in accordance with the Agreement on International Rail Freight Traffic (November 1, 1951):

- shipping documents;
- transfer list for railway rolling stock;
- documents specified by the acts of the Universal Postal Union for accompanying international postal items;

b) information that must be contained in the documents provided for in subparagraph "a" of this paragraph:

- name and postal address of the sender of the goods;
- name and postal address of the recipient of the goods;
- the name of the station of departure and the station of destination of the goods;
- the name and codes of goods in accordance with the Harmonized Commodity Description and Coding System of the World Customs Organization at a level of at least six characters, with the exception of international postal and courier items;
- gross weight of goods (in kilograms) and invoice value of goods for each specified product code;
- number of packages;
- identification numbers of containers.

When exporting goods and (or) vehicles from the customs territory, the carrier is obliged to submit to the customs authority a customs declaration or other document allowing their export from the customs territory, as well as documents and information mentioned above, depending on the type of transport on which goods are transported.

The Law of the Republic of Uzbekistan on Road Transport[92] and **the Law on Railway Transport** as well as **the Statute on Railways of the Republic of Uzbekistan**[93] detail the rules and features of the conducting those part of the transportation that is carried out by road or rail, respectively.

Transportation in direct mixed traffic is carried out according to a single transport document drawn up for the entire route. *Cargoes transported in bulk, as well as perishable and dangerous goods are not accepted for transportation in direct mixed traffic*. Transportation of goods in direct mixed freight traffic is carried out through:

- railway stations open for the relevant operations in freight traffic, the list of which is established by the railway;

[92] https://www.lex.uz/acts/12785
[93] https://lex.uz/acts/1403624

- river ports, airports and bus stations according to the list established by the relevant transport departments.

Any preliminary agreements of the railway with shippers and consignees, with the aim of changing or eliminating the responsibility assigned to the railway, consignors and consignees are considered invalid and any notes about this in the waybill not provided for by the Railways Statute or the Rules for the road carriage of goods are not legally binding.

For non-delivery of wagons and containers by the railroad to fulfill the transportation plan and for non-use by the consignor of the wagons and containers supplied or refusal from the wagons and containers provided for by the plan, a fine is paid in the following amounts:

- for cargo, the transportation of which is planned in tons and wagons - in the amount of 0.1 minimum wages for each not loaded ton of cargo;
- for goods, the transportation of which is planned only in wagons - in the amount of 5 minimum wages for each unloaded wagon;

for goods transported in containers:

- in the amount of 0.5 minimum wages - for each not loaded 3- - 5-ton container;
- in the amount of 2 minimum wages - for each unloaded 10-, 20-foot container;
- in the amount of 4 minimum wages - for each non-loaded 30-, 40-foot and larger container.

For non-fulfillment by the consignor of the plan for destination railways (in international railway traffic), a fine is paid in the following amounts:

- for cargo, the transportation of which is planned in tons and wagons - in the amount of 0.05 minimum wages from each not loaded ton of cargo;
- for cargo, the transportation of which is planned only in wagons - in the amount of 2 minimum wages for each unloaded wagon;

for goods transported in containers:

- in the amount of 0.2 minimum wages - for each 3 - 5-ton container;
- in a one-time minimum wage - for each 10-, 20-foot container;
- twice the minimum wage - for each 30-, 40-foot and larger container.

For failure to ensure the loading of the route from the guilty party, the other party shall be recovered in favor of the other party, in addition to the fine for non-fulfillment of the transportation plan, a fine of 8 times the minimum wage for each unloaded route.

The railway shall compensate for damage caused during the carriage of goods in the following amounts:

- for the loss or shortage of cargo - in the amount of the actual value of the lost or missing cargo;
- for the loss of cargo handed over for carriage with a declared value - in the amount of the declared value, and if the railway proves that the declared value exceeds the actual value - in the amount of the actual value;
- for damage and damage to the cargo - in the amount of the amount by which its value has decreased.

Along with compensation for damage in case of loss or shortage of the transported cargo, the railway returns the freight charged for this cargo, if it is not included in the price of the lost or

missing cargo. The railway *shall pay a fine to the consignee for a delay in the delivery of goods, unless it proves that the delay occurred through no fault of its own. The penalty for delay in delivery of goods is paid at the rate of 6% of the carriage charge for each day of delay, counting less than a day for a full, but not more than 30% of the carriage charge.* In the same amount, the railway is charged a fine for delay in delivery of empty wagons owned by organizations and individuals or leased by them. The railway is exempt from payment of a fine for delay if it occurred as a result of force majeure circumstances beyond the control of the railway (military action, blockade, epidemics, earthquakes, floods, etc.). *The consignor or consignee has the right to consider the cargo lost and demand compensation for the loss of the cargo if this cargo was not issued to the consignee at his request within 30 days after the expiration of the delivery period.* However, if the cargo arrived after the expiry of the above period, the consignee is obliged to accept the cargo and return the amount paid to him by the railway for the loss of the cargo.

For a delay in excess of the established time limits of wagons submitted for loading, unloading or reloading by means of the consignor, consignee (idle wagons), a fine is levied from the consignor or consignee.

For ordinary cars (boxcars, gondola cars, flatcars) idle time, the fine is collected in the following amounts:

- in the amount of 0.05 of the minimum wage per carriage per hour - with a downtime of 1 to 6 hours;
- in the amount of 0.1 minimum wage per carriage per hour - with idle time from 7 to 12 hours;
- in the amount of 0.15 minimum wages per carriage per hour - with idle time from 13 to 18 hours;
- in the amount of 0.25 of the minimum wage per wagon per hour - with a downtime of more than 18 hours.

Downtime up to 15 minutes is not taken into account, downtime 15 minutes or more is taken as a full hour. In the case of idle time for tanks, cement trucks, conveyors, bunker open-top wagons and other special cars (except for refrigerator cars), the amount of the fine increases by 2 times, with idle time for refrigerated cars - 3 times. In case of idle time on the tracks of the railway carriages owned by organizations and individuals or leased by them, a penalty for idle time is collected in the amount of 50 percent. For the delay of containers in excess of the established norms of the organization - consignors and consignees shall pay a fine in the amount of:

- at the rate of 0.015 minimum wages per hour for each 3- - 5-ton container;
- at the rate of 0.05 minimum wages per hour for each 10-, 20-foot container;
- in the amount of 0.1 minimum wage per hour for each 30-, 40-foot and larger container.

The penalty for delaying containers is levied regardless of the penalty for non-fulfillment of the plan for the transportation of goods in containers. Claims arising from the carriage of goods in direct mixed traffic shall be presented:

- to the railway, if the final point of transportation is the railway station;
- to the corresponding company of another type of transport - in other cases.

A complaint for loss, shortage of or damage to cargo, in addition to documents confirming the right to file a complaint, must be accompanied by a document certifying the amount and value

of the shipped cargo. *Claims against the railway can be submitted within 6 months, and claims for payment of fines - within 45 days.*

The railway is obliged to consider the submitted claim and notify the applicant of its satisfaction or rejection within the following timeframes from the date of receipt of the complaint:

- within 3 months - for claims arising from transportation by rail;
- within 45 days - for claims for payment of fines.

CONCLUSION

Multimodal transport becomes the main focus of international trade and commerce and requires a special regulatory regime that defines obligations and ensures the reliability of the transport of goods by several modes of transport. Numerous problems arise when establishing the measure of responsibility of each of the participants in the multimodal transport for the safety of the cargo. Since most of these transports are international, the issue of applicable jurisdiction is also relevant.

Both at the European, and at the international level, many attempts have been made to resolve these issues, namely, the development of a single document for multimodal transportation and the definition of a single liability regime - however, there is still no single universally recognized law at the international level.

Definitions should also be clearly defined, since multimodal transportation is often understood as both combined and intermodal transportation, which are freely interchangeable, however, in practice, these types of transportation are of a different nature and their terminology should be distinguished.

A review of the legislation of the TRACECA countries shows that only in Kazakhstan and Ukraine there are special rules on multimodal transportation at the legislative level. In the rest of the countries, with the exception of the Islamic Republic of Iran, where available information in English is very limited, the legislation is either adapted to EU standards (e.g. Bulgaria and Romania) or regulated to a greater or lesser extent by the Direct Multimodal Transport Legislative Framework. In addition, all TRACECA countries participate in FIATA either through membership of national associations or through individual membership of private entities operating in the country. This means that if multimodal transportation is necessary, they are carried out by forwarding companies using international liability standards.

Numerous attempts by international organizations to create a single document covering the entire length of multimodal transportation and at the same time ensuring the use of a single liability regime have not been successful due to the large number of participants in multimodal transportation who perform different functions, have different rights, obligations and, accordingly, wish to bear different levels of financial responsibility. Therefore, today the practice of using the extended unimodal conventions “road +” (CMR), “sea +” (UNCITRAL), “air +” (Montreal Convention), “railway +” (CIM, CIM / SMGS), as well as UNCTAD/ICC Rules, Hamburg Rules, Hague-Visby Rules, Rotterdam Rules, etc.

Thus, at present, participants in multimodal transportation, as well as various involved international structures, keep their focus on regional cooperation and the active introduction of IT technologies, electronic data exchange, which makes it possible to facilitate document flow, reduce transportation time and ensure greater safety of goods in transit.