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United Nations Convention on International Multimodal Transport of Goods (Geneva, 24 May
Description: United Nations Convention on International Multimodal Transport of Goods
                                                             [Preamble]
                                                             The States Parties to this Convention.
                                                             Recognising:
                                                             (a) That international multimodal transport is one means of facilitating the orderly expansion of
                                                             world trade
                                                             (b) The need to stimulate the development of smooth, economic and efficient multimodal
                                                             transport services adequate to the requirements of the trade concerned
                                                             (c) The desirability of ensuring the orderly development of international multimodal transport in
                                                             the interest of all countries and the need to consider the special problems of transit countries
                                                             (d) The desirability of determining certain rules relating to the carriage of goods by
                                                             international multimodal transport contracts, including equitable provisions concerning the
                                                             liability of multimodal transport operators
                                                             (e) The need that this Convention should not affect the application of any international
                                                             convention or national law relating to the regulation and control of transport operations
                                                             (f) The right of each State to regulate and control at the national level multimodal transport
                                                             operators and operations
                                                             (g) The need to have regard to the special interest and problems of developing countries, for
                                                             example, as regards introduction of new technologies, participation in multimodal services of
                                                             their national carriers and operators, cost efficiency thereof and maximum use of local labour
                                                             and insurance
                                                             (h) The need to ensure a balance of interests between suppliers and users of multimodal
                                                             transport services
                                                             (i) The need to facilitate customs procedures with due consideration to the problems of transit
                                                             countries
                                                             Agreeing to the following basic principles:
                                                             (a) That a fair balance of interests between developed and developing countries should be
                                                             established and an equitable distribution of activities between these groups of countries
                                                             should be attained in international multimodal transport
                                                             (b) That consultation should take place on terms and conditions of service, both before and
                                                             after the introduction of any new technology in the multimodal transport of goods, between the
                                                             multimodal transport operator, shippers, shippers' organisations and appropriate national
                                                             authorities
                                                             (c) The freedom for shippers to choose between multimodal and segmented transport
                                                             (d) That the liability of the multimodal transport operator under this Convention should be
                                                             based on the principle of presumed fault or neglect
                                                             Have decided to conclude a Convention for this purpose and have thereto agreed as follows:
                                                             Part I - General Provisions
                                                             Article 1 - Definitions
                                                             For the purposes of this Convention:
                                                             1. "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.
                                                             2. "Multimodal transport operator" means any person who on his own behalf or through
                                                             another person acting on his behalf concludes a multimodal transport contract and who acts
                                                             as a principal, not as an agent or on behalf of the consignor or of the carriers participating in
                                                             the multimodal transport operations, and who assumes responsibility for the performance of
                                                             the contract.
                                                             3. "Multimodal transport contract" means a contract whereby a multimodal transport operator
                                                             undertakes, against payment of freight, to perform or to procure the performance of
                                                             international multimodal transport. 4. "Multimodal transport document" means a document
                                                             which evidences a multimodal transport contract, the taking in charge of the goods by the
                                                             multimodal transport operator, and an undertaking by him to deliver the goods in accordance
                                                             with the terms of that contract.
                                                             5. "Consignor" means any person by whom or in whose name or on whose behalf a
                                                             multimodal transport contract has been concluded with the multimodal transport operator, or
                                                             any person by whom or in whose name or on whose behalf the goods are actually delivered to
                                                             the multimodal transport operator in relation to the multimodal transport contract.
                                                             6. "Consignee" means the person entitled to take delivery of the goods.
                                                             7. "Goods" includes any container, pallet or similar article of transport or packaging, if supplied
                                                             by the consignor.
                                                             8. "International convention" means an international agreement concluded among States in
                                                             written form and governed by international law.
                                                             9. "Mandatory national law" means any statutory law concerning carriage of goods the
                                                             provisions of which cannot be departed from by contractual stipulation to the detriment of the
                                                             consignor.
                                                             10. "Writing" means, inter alia, telegram or telex.
                                                             Article 2 - Scope of application
                                                             The provisions of this Convention shall apply to all contracts of multimodal transport between
                                                             places in two States, if:
                                                             (a) The place for the taking in charge of the goods by the multimodal transport operator as
                                                             provided for in the multimodal transport contract is located in a Contracting State, or
                                                             (b) The place for delivery of the goods by the multimodal transport operator as provided for in
                                                             the multimodal transport contract is located in a Contracting State.
                                                             Article 3 - Mandatory application
                                                             1. When a multimodal transport contract has been concluded which according to article 2 shall
                                                             be governed by this Convention, the provisions of this Convention shall be mandatorily
                                                             applicable to such contract.
                                                             2. Nothing in this Convention shall affect the right of the consignor to choose between
                                                             multimodal transport and segmented transport.
                                                             Article 4 - Regulation and control of multimodal transport
                                                             1. This Convention shall not affect, or be incompatible with, the application of any international
                                                             convention or national law relating to the regulation and control of transport operations.
                                                             2. This Convention shall not affect the right of each State to regulate and control at the
                                                             national level multimodal transport operations and multimodal transport operators, including
                                                             the right to take measures relating to consultations, especially before the introduction of new
                                                             technologies and services, between multimodal transport operators, shippers, shippers'
                                                             organisations and appropriate national authorities on terms and conditions of service
                                                             3. The multimodal transport operator shall comply with the applicable law of the country in
                                                             which he operates and with the provisions of this Convention.
                                                             Part II - Documentation
                                                             Article 5 - Issue of multimodal transport document
                                                             1. When the goods are taken in charge by the multimodal transport operator, he shall issue a
                                                             multimodal transport document which, at the option of the consignor, shall be in either
                                                             negotiable or non-negotiable form.
                                                             2. The multimodal transport document shall be signed by the multimodal transport operator or
                                                             by a person having authority from him.
                                                             3. The signature on the multimodal transport document may be in handwriting, printed in
                                                             facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic
                                                             means, if no inconsistent with the law of the country where the multimodal transport document
                                                             is issued.
                                                             4. If the consignor so agrees, a non-negotiable multimodal transport document may be issued
                                                             by making use of any mechanical or other means preserving a record of the particulars stated
                                                             in article 8 to be contained in the multimodal transport document. In such a case the
                                                             multimodal transport operator, after having taken the goods in charge, shall deliver to the
                                                             consignor a readable document containing all the particulars so recorded, and such document
                                                             shall for the purposes of the provisions of this Convention be deemed to be a multimodal
                                                             transport document.
                                                             Article 6 - Negotiable multimodal transport document
                                                             1. Where a multimodal transport document is issued in negotiable form:
                                                             (a) It shall be made out to order or to bearer
                                                             (b) If made out to order it shall be transferable by endorsement
                                                             (c) If made out to bearer it shall be transferable without endorsement
                                                             (d) If issued in a set of more than one original it shall indicate the number of originals in the
                                                             (e) If any copies are issued each copy shall be marked "non-negotiable copy"
                                                             2. Delivery of the goods may be demanded from the multimodal transport operator or a
                                                             person acting on his behalf only against surrender of the negotiable multimodal transport
                                                             document duly endorsed where necessary.
                                                             3. The multimodal transport operator shall be discharged from his obligation to deliver the
                                                             goods if, where a negotiable multimodal transport document has been issued in a set of more
                                                             than one original, he or a person acting on his behalf has in good faith delivered the goods
                                                             against surrender of one of such originals.
                                                             Article 7- Non-negotiable multimodal transport
                                                             1. Where a multimodal transport document is issued in non-negotiable form it shall indicate a
                                                             named consignee.
                                                             2. The multimodal transport operator shall be discharged from his obligation to deliver the
                                                             goods if he makes delivery thereof to the consignee named in such non-negotiable multimodal
                                                             transport document or to such other person as he may be duly instructed, as a rule, in writing.
                                                             Article 8 - Contents of the multimodal transport document
                                                             1. The multimodal transport document shall contain the following particulars:
                                                             (a) The general nature of the goods, the leading marks necessary for identification of the
                                                             goods, an express statement, if applicable, as to the dangerous character of the goods, the
                                                             number of packages or pieces, and the gross weight of the goods or their quantity otherwise
                                                             expressed, all such particulars as furnished by the consignor
                                                             (b) The apparent condition of the goods
                                                             (c) The name and principal place of business of the multimodal transport operator
                                                             (d) The name of the consignor
                                                             (e) The consignee, if named by the consignor
                                                             (f) The place and date of taking in charge of the goods by the multimodal transport operator
                                                             (g) The place of delivery of the goods
                                                             (h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed
                                                             upon between the parties
                                                             (i) A statement indicating whether the multimodal transport document is negotiable or non-
                                                             negotiable
                                                             (j) The place and date of issue of the multimodal transport document
                                                             (k) The signature of the multimodal transport operator or of a person having authority from him
                                                             (I) The freight for each mode of transport, if expressly agreed between the parties, or the
                                                             freight including its currency, to the extent payable by the consignee or other indication that
                                                             freight is payable by him
                                                             (m) The intended journey route, modes of transport and places of transhipment, if known at
                                                             the time of issuance of the multimodal transport document
                                                             (n) The statement referred to in paragraph 3 of article 28
                                                             (o) Any other particulars which the parties may agree to insert in the multimodal transport
                                                             document, if not inconsistent with the law of the country where the multimodal transport
                                                             document is issued.
                                                             2. The absence from the multimodal transport document of one or more of the particulars
                                                             referred to in paragraph 1 of this article shall not affect the legal character of the document as
                                                             a multimodal transport document provided that it nevertheless meets the requirements set out
                                                             in paragraph 4 of article 1.
                                                             Article 9 - Reservations in the multimodal transport document
                                                             1. If the multimodal transport document contains particulars concerning the general nature,
                                                             leading marks, number of packages or pieces, weight or quantity of the goods which the
                                                             multimodal transport operator or a person acting on his behalf knows, or has reasonable
                                                             grounds to suspect, do not accurately represent the goods actually taken in charge, or if he
                                                             has no reasonable means of checking such particulars, the multimodal transport operator or a
                                                             person acting on his behalf shall insert in the multimodal transport document a reservation
                                                             specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of
                                                             checking.
                                                             2. If the multimodal transport operator or a person acting on his behalf fails to note on the
                                                             multimodal transport document the apparent condition of the goods, he is deemed to have
                                                             noted on the multimodal transport document that the goods were in apparent good condition.
                                                             Article 10 - Evidentiary effect of the multimodal transport document
                                                             Except for particulars in respect of which and to the extent to which a reservation permitted
                                                             under article 9 has been entered:
                                                             (a) The multimodal transport document shall be prima facie evidence of the taking in charge
                                                             by the multimodal transport operator of the goods as described therein
                                                             (b) Proof to the contrary by the multimodal transport operator shall not be admissible if the
                                                             multimodal transport document is issued in negotiable form and has been transferred to a
                                                             third party, including a consignee, who has acted in good faith in reliance on the description of
                                                             the goods therein.
                                                             Article 11 - Liability for intentional misstatements or omissions
                                                             When the multimodal transport operator, with intent to defraud, gives in the multimodal
                                                             transport document false information concerning the goods or omits any information required
                                                             to be included under paragraph 1 (a) or (b) of article 8 or under article 9, he shall be liable,
                                                             without the benefit of the limitation of liability provided for in this Convention, for any loss,
                                                             damage or expenses incurred by a third party, including a consignee, who acted in reliance on
                                                             the description of the goods in the multimodal transport document issued.
                                                             Article 12 - Guarantee by the consignor
                                                             1. The consignor shall be deemed to have guaranteed to the multimodal transport operator
                                                             the accuracy, at the time the goods were taken in charge by the multimodal transport operator,
                                                             of particulars relating to the general nature of the goods, their marks, number, weight and
                                                             quantity and, if applicable, to the dangerous character of the goods, as furnished by him for
                                                             insertion in the multimodal transport document.
                                                             2. The consignor shall indemnify the multimodal transport operator against loss resulting from
                                                             inaccuracies in or inadequacies of the particulars referred to in paragraph 1 of this article. The
                                                             consignor shall remain liable even if the multimodal transport document has been transferred
                                                             to him. The right of the multimodal transport operator to such indemnity shall in no way limit
                                                             his liability under the multimodal transport contract to any person other than the consignor.
                                                             Article 13 - Other documents
                                                             The issue of the multimodal transport document does not preclude the issue, if necessary, of
                                                             other documents relating to transport or other services involved in international multimodal
                                                             transport, in accordance with applicable international conventions or national law. However,
                                                             the issue of such other documents shall not affect the legal character of the multimodal
                                                             transport document.
                                                             Part III - Liability of the Multimodal Transport Operator
                                                             Article 14- Period of responsibility
                                                             1. The responsibility of the multimodal transport operator for the goods under this Convention
                                                             covers the period from the time he takes the goods in his charge to the time of their delivery.
                                                             2. For the purpose of this article, the multimodal transport operator is deemed to be in charge
                                                             of the goods:
                                                             (a) From the time he has taken over the goods from:
                                                             (i) The consignor or a person acting on his behalf
                                                             (ii) An authority or other third party to whom, pursuant to law or regulations applicable at the
                                                             place of taking in charge, the goods must be handed over for transport
                                                             (b) Until the time he has delivered the goods:
                                                             (i) By handing over the goods to the consignee
                                                             (ii) In cases where the consignee does not receive the goods from the multimodal transport
                                                             operator, by placing them at the disposal of the consignee in accordance with the multimodal
                                                             transport contract or with the law or with the usage of the particular trade applicable at the
                                                             (iii) By handing over the goods to an authority or other third party to whom, pursuant to law or
                                                             regulations applicable at the place of delivery, the goods must be handed over.
                                                             3. In paragraphs 1 and 2 of this article, reference to the multimodal transport operator shall
                                                             include his servants or agents or any other person of whose services he makes use for the
                                                             performance of the multimodal transport contract, and reference to the consignor or
                                                             consignee shall include their servants or agents.
                                                             Article 15 - The liability of the multimodal transport operator for his servants, agents and other
                                                             persons
                                                             Subject to article 21, the multimodal transport operator shall be liable for the acts and
                                                             omissions of his servants or agents, when any such servant or agent is acting within the
                                                             scope of his employment, or of any other person of whose services he makes use for the
                                                             performance of the multimodal transport contract, when such person is acting in the
                                                             performance of the contract, as if such acts and omissions were his own.
                                                             Article 16- Basis of liability
                                                             1. The multimodal transport operator shall be liable for loss resulting from loss or damage to
                                                             the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage
                                                             or delay in delivery took place while the goods were in his charge as defined in article 14,
                                                             unless the multimodal transport operator proves that he, his servants or agents or any other
                                                             person referred to in article 15 took all measures that could reasonably be required to avoid
                                                             the occurrence and its consequences.
                                                             2. Delay in delivery occurs when the goods have not been delivered within the time expressly
                                                             agreed upon or, in the absence of such agreement, within the time which it would be
                                                             reasonable to require of a diligent multimodal transport operator, having regard to the
                                                             circumstances of the case.
                                                             3. If the goods have not been delivered within 90 consecutive days following the date of
                                                             delivery determined according to paragraph 2 of this article, the claimant may treat the goods
                                                             as lost.
                                                             Article 17- Concurrent causes
                                                             Where fault or neglect on the part of the multimodal transport operator, his servants or agents
                                                             or any other person referred to in article 15 combines with another cause to produce loss,
                                                             damage or delay in delivery, the multimodal transport operator shall be liable only to the
                                                             extent that the loss, damage or delay in delivery is attributable to such fault or neglect,
                                                             provided that the multimodal transport operator proves the part of the loss, damage or delay in
                                                             delivery not attributable thereto.
                                                             Article 18- Limitation of liability
                                                             1. When the multimodal transport operator is liable for loss resulting from loss of or damage to
                                                             the goods according to article 16, his liability shall be limited to an amount not exceeding 920
                                                             units of account per package of other shipping unit or 2.75 units of account per kilogram of
                                                             gross weight of the goods lost or damaged, whichever is the higher.
                                                             2. For the purpose of calculating which amount is the higher in accordance with paragraph 1
                                                             of this article, the following rules apply:
                                                             (a) Where a container, pallet or similar article of transport is used to consolidate goods, the
                                                             packages or other shipping units enumerated in the multimodal transport document as packed
                                                             in such article of transport are deemed packages or shipping units. Except as aforesaid, the
                                                             goods in such article of transport are deemed one shipping unit.
                                                             (b) In cases where the article of transport itself has been lost or damaged, that article of
                                                             transport, if no owned or otherwise supplied by the multimodal transport operator, is
                                                             considered one separate shipping unit.
                                                             3. Notwithstanding the provisions of paragraphs 1 and 2 of this article, if the international
                                                             multimodal transport does not, according to the contract, include carriage of goods by sea or
                                                             by inland waterways, the liability of the multimodal transport operator shall be limited to an
                                                             amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or
                                                             damaged.
                                                             4. The liability of the multimodal transport operator for loss resulting from delay in delivery
                                                             according to the provisions of article 16 shall be limited to an amount equivalent to two and a
                                                             half times the freight payable for the goods delayed, but not exceeding the total freight
                                                             payable under the multimodal transport contract.
                                                             5. The aggregate liability of the multimodal transport operator, under paragraphs 1 and 4 or
                                                             paragraphs 3 and 4 of this article, shall not exceed the limit of liability for total loss of the
                                                             goods as determined by paragraph 1 or 3 of this article.
                                                             6. By agreement between the multimodal transport operator and the consignor, limits of
                                                             liability exceeding those provided for in paragraphs 1, 3 and 4 of this article may be fixed in
                                                             the multimodal transport document.
                                                             7. "Unit of account" means the unit of account mentioned in article 31.
                                                             Article 19- Localised damage
                                                             When the loss of or damage to the goods occurred during one particular of the multimodal
                                                             transport, in respect of which an applicable international convention or mandatory national law
                                                             provides a higher limit of liability than the limit that would follow from application of paragraphs
                                                             1 to 3 of article 18, then the limit of the multimodal transport operator's liability for such loss or
                                                             damage shall be determined by reference to the provisions of such convention or mandatory
                                                             national law.
                                                             Article 20 - Non-contractual liability
                                                             1. The defences and limits of liability provided for in this Convention shall apply in any action
                                                             against the multimodal transport operator in respect of loss resulting from loss of or damage
                                                             to the goods, as well as from delay in delivery, whether the action be founded in contract, in
                                                             tort or otherwise.
                                                             2. If an action in respect of loss resulting from loss of or damage to the goods or from delay in
                                                             delivery is brought against the servant or agent of the multimodal transport operator, if such
                                                             servant or agent proves that he acted within the scope of his employment, or against any
                                                             other person of whose services he makes use for the performance of the multimodal transport
                                                             contract, if such other person proves that he acted within the performance of the contract, the
                                                             servant or agent of such other person shall be entitled to avail himself of the defences and
                                                             limits of liability which the multimodal transport operator is entitled to invoke under this
                                                             Convention.
                                                             3. Except as provided in article 21, the aggregate of the amounts recoverable from the
                                                             multimodal transport operator and from a servant or agent or any other person of whose
                                                             services he makes use for the performance of the multimodal transport contract shall not
                                                             exceed the limits of liability provided for in this Convention.
                                                             Article 21 - Loss of the right to limit liability
                                                             1. The multimodal transport operator is not entitled to the benefit of the limitation of liability
                                                             provided for in this Convention if it is proved that the loss, damage or delay in delivery
                                                             resulted from an act or omission of the multimodal transport operator done with the intent to
                                                             cause such loss, damage or delay or recklessly and with knowledge that such loss, damage
                                                             or delay would probably result.
                                                             2. Notwithstanding paragraph 2 of article 20, a servant or agent of the multimodal transport
                                                             operator or other person of whose services he makes use for the performance of the
                                                             multimodal transport contract is not entitled to the benefit of the limitation of liability provided
                                                             for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an
                                                             act or omission of such servant, agent or other person, done with the intent to cause such
                                                             loss, damage or delay or recklessly and with knowledge that such loss, damage or delay
                                                             would probably result.
                                                             Part IV - Liability of the Consignor
                                                             Article 22 - General rule
                                                             The consignor shall be liable for loss sustained by the multimodal transport operator if such
                                                             loss is caused by the fault or neglect of the consignor, or his servants or agents when such
                                                             servants or agents are acting within the scope of their employment. Any servant or agent of
                                                             the consignor shall be liable for such loss if the loss is caused by fault or neglect on his part.
                                                             Article 23 - Special rules on dangerous goods
                                                             1. The consignor shall mark or label in a suitable manner dangerous goods as dangerous.
                                                             2. Where the consignor hands over dangerous goods to the multimodal transport operator or
                                                             any person acting on his behalf, the consignor shall inform him of the dangerous character of
                                                             the goods and, if necessary, the precautions to be taken. If the consignor fails to do so and
                                                             the multimodal transport operator does not otherwise have knowledge of their dangerous
                                                             character:
                                                             (a) The consignor shall be liable to the multimodal transport operator for all loss resulting from
                                                             the shipment of such goods
                                                             (b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the
                                                             circumstances may require, without payment of compensation.
                                                             3. The provisions of paragraph 2 of this article may not be invoked by any person if during the
                                                             multimodal transport he has taken the goods in his charge with knowledge of their dangerous
                                                             character.
                                                             4. If, in cases where the provisions of paragraph 2 (b) of this article do not apply or may not be
                                                             invoked, dangerous goods become an actual danger to life or property, they may be
                                                             unloaded, destroyed or rendered innocuous, as the circumstances may require, without
                                                             payment of compensation except where there is an obligation to contribute in general average
                                                             or where the multimodal transport operator is liable in accordance with the provisions of article
                                                             Part V - Claims and Actions
                                                             Article 24 - Notice of loss, damage or delay
                                                             1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is
                                                             given in writing by the consignee to the multimodal transport operator not later than the
                                                             working day after the day when the goods were handed over to the consignee, such handing
                                                             over is prima facie evidence of the delivery by the multimodal transport operator of the goods
                                                             as described in the multimodal transport document.
                                                             2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this article
                                                             apply correspondingly if notice in writing is not given within six consecutive days after the day
                                                             when the goods were handed over to the consignee.
                                                             3. If the state of the goods at the time they were handed over to the consignee has been the
                                                             subject of a joint survey or inspection by the parties or their authorised representatives at the
                                                             place of delivery, notice in writing need not be given of loss or damage ascertained during
                                                             such survey or inspection.
                                                             4. In the case of any actual or apprehended loss or damage the multimodal transport operator
                                                             and the consignee shall give all reasonable facilities to each other for inspecting and tallying
                                                             5. No compensation shall be payable for loss resulting from delay in delivery unless notice
                                                             has been given in writing to the multimodal transport operator within 60 consecutive days after
                                                             the day when the goods were delivered by handing over to the consignee or when the
                                                             consignee has been notified that the goods have been delivered in accordance with
                                                             paragraph 2 (b) (ii) or (iii) of article 14.
                                                             6. Unless notice of loss or damage, specifying the general nature of the loss or damage, is
                                                             given in writing by the multimodal transport operator to the consignor not later than 90
                                                             consecutive days after the occurrence of such loss or damage or after the delivery of the
                                                             goods in accordance with paragraph 2 (b) of article 14, whichever is later, the failure to give
                                                             such notice is prima facie evidence that the multimodal transport operator has sustained no
                                                             loss or damage due to the fault or neglect of the consignor, his servants or agents.
                                                             7. If any of the notice periods provided for in paragraphs 2,5 and 6 of this article terminates on
                                                             a day which is not a working day at the place of delivery, such period shall be extended until
                                                             the next working day.
                                                             8. For the purpose of this article, notice given to a person acting on the multimodal transport
                                                             operator's behalf, including any person of whose services he makes use at the place of
                                                             delivery, or to a person acting on the consignor's behalf, shall be deemed to have been given
                                                             to the multimodal transport operator, or to the consignor, respectively.
                                                             Article 25 - Limitation of actions
                                                             1. Any action relating to international multimodal transport under this Convention shall be
                                                             time-barred if judicial or arbitral proceedings have not been instituted within a period of two
                                                             years. However, if notification in writing, stating the nature and main particulars of the claim,
                                                             has not been given within six months after the day when the goods were delivered or, where
                                                             the goods have not been delivered, after the day on which they should have been delivered,
                                                             the action shall be time-barred at the expiry of this period.
                                                             2. The limitation period commences on the day after the day on which the multimodal
                                                             transport operator has delivered the goods or part thereof or, where the goods have not been
                                                             delivered, on the day after the last day on which the goods should have been delivered.
                                                             3. The person against whom a claim is made may at any time during the running of the
                                                             limitation period extend that period by a declaration in writing to the claimant. This period may
                                                             be further extended by another declaration or declarations.
                                                             4. Provided that the provisions of another applicable international convention are not to the
                                                             contrary, a recourse action for indemnity by a person held liable under this Convention may be
                                                             instituted even after the expiration of the limitation period provided for in the preceding
                                                             paragraphs if instituted within the time allowed by the law of the State where proceedings are
                                                             instituted
                                                             Article 26 - Jurisdiction
                                                             1. In judicial proceedings relating to international multimodal transport under this Convention,
                                                             the plaintiff, at his option, may institute an action in a court which, according to the law of the
                                                             State where the court is situated, is competent and within the jurisdiction of which is situated
                                                             one of the following places:
                                                             (a) The principal place of business or, in the absence thereof, the habitual residence of the
                                                             defendant
                                                             (b) The place where the multimodal transport contract was made, provided that the defendant
                                                             has there a place of business, branch or agency through which the contract was made
                                                             (c) The place of taking the goods in charge for international multimodal transport or the place
                                                             of delivery
                                                             (d) Any other place designated for that purpose in the multimodal transport contract and
                                                             evidenced in the multimodal transport document.
                                                             2. No judicial proceedings relating to international multimodal transport under this Convention
                                                             may be instituted in a place not specified in paragraph 1 of this article. The provisions of this
                                                             article do not constitute an obstacle to the jurisdiction of the Contracting States for provisional
                                                             or protective measures.
                                                             3. Notwithstanding the preceding provisions of this article, an agreement made by the parties
                                                             after a claim has arisen, which designates the place where the plaintiff may institute an action,
                                                             shall be effective.
                                                             4. (a) Where an action has been instituted in accordance with the provisions of this article or
                                                             where judgement in such an action has been delivered, no new action shall be instituted
                                                             between the same parties on the same grounds unless the judgement in the first action is not
                                                             enforceable in the country in which the new proceedings are instituted
                                                             (b) For the purposes of this article neither the institution of measures to obtain enforcement of
                                                             a judgement nor the removal of an action to a different court within the same country shall be
                                                             considered as the starting of a new action
                                                             Article 27- Arbitration
                                                             1. Subject to the provisions of this article, parties may provide by agreement evidenced in
                                                             writing that any dispute that may arise relating to international multimodal transport under this
                                                             Convention shall be referred to arbitration.
                                                             2. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the
                                                             following places:
                                                             (a) A place in a State within whose territory is situated:
                                                             (i) The principal place of business of the defendant or, in the absence thereof, the habitual
                                                             residence of the defendant
                                                             (ii) The place where the multimodal transport contract was made, provided that the defendant
                                                             has there a place of business, branch or agency through which the contract was made
                                                             (b) Any other place designated for that purpose in the arbitration clause or agreement.
                                                             3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.
                                                             4. The provisions of paragraphs 2 and 3 of this article shall be deemed to be part of every
                                                             arbitration clause or agreement and any term of such clause or agreement which is
                                                             inconsistent therewith shall be null and void.
                                                             5. Nothing in this article shall affect the validity of an agreement on arbitration made by the
                                                             parties after the claim relating to the international multimodal transport has arisen.
                                                             Part VI - Supplementary Provisions
                                                             Article 28 - Contractual stipulations
                                                             1. Any stipulation in a multimodal transport contract or multimodal transport document shall be
                                                             null and void to the extent that it derogates, directly or indirectly, from the provisions of this
                                                             Convention. The nullity of such a stipulation shall not affect the validity of other provisions of
                                                             the contract or document of which it forms a part. A clause assigning benefit of insurance of
                                                             the goods in favour of the multimodal transport operator or any similar clause shall be null and
                                                             void.
                                                             2. Notwithstanding the provisions of paragraph 1 of this article, the multimodal transport
                                                             operator may, with the agreement of the consignor, increase his responsibilities and
                                                             obligations under this Convention.
                                                             3. The multimodal transport document shall contain a statement that the international
                                                             multimodal transport is subject to the provisions of this Convention which nullify any
                                                             stipulation derogating therefrom to the detriment of the consignor or the consignee.
                                                             4. Where the claimant in respect of the goods has incurred loss as a result of a stipulation
                                                             which is null and void by virtue of the present article, or as a result of the omission of the
                                                             statement referred to in paragraph 3 of this article, the multimodal transport operator must pay
                                                             compensation to the extent required in order to give the claimant compensation in accordance
                                                             with the provisions of this Convention for any loss of or damage to the goods as well as for
                                                             delay in delivery. The multimodal transport operator must, in addition, pay compensation for
                                                             costs incurred by the claimant for the purpose of exercising his right, provided that costs
                                                             incurred in the action where the foregoing provision is invoked are to be determined in
                                                             accordance with the law of the State where proceedings are instituted.
                                                             Article 29 - General average
                                                             1. Nothing in this Convention shall prevent the application of provisions in the multimodal
                                                             transport contract or national law regarding the adjustment of general average, if and to the
                                                             extent applicable.
                                                             2. With the exception of article 25, the provisions of this Convention relating to the liability of
                                                             the multimodal transport operator for loss of or damage to the goods shall also determine
                                                             whether the consignee may refuse contribution in general average and the liability of the
                                                             multimodal transport operator to indemnify the consignee in respect of any such contribution
                                                             made or any salvage paid.
                                                             Article 30 - Other Conventions
                                                             1. This Convention does not modify the rights or duties provided for in the Brussels
                                                             International Convention for the unification of certain rules relating to the limitation of the
                                                             liability of owners of sea-going vessels of 25 August 1924
                                                             2. The provisions of articles 26 and 27 of this Convention do not prevent the application of the
                                                             mandatory provisions of any other international convention relating to matters dealt with in the
                                                             said articles, provided that the dispute arises exclusively between parties having their principal
                                                             place of business in States parties to such other convention. However, this paragraph does
                                                             not affect the application of paragraph 3 of article 27 of this Convention.
                                                             3. No liability shall arise under the provisions of this Convention for damage caused by
                                                             nuclear incident if the operator of a nuclear installation is liable for such damage:
                                                             (a) Under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of
                                                             Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna
                                                             Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or amendments thereto
                                                             (b) By virtue of national law governing the liability for such damage, provided that such law is
                                                             in all respects as favourable to persons who may suffer damage as either the Paris or Vienna
                                                             Conventions.
                                                             4. Carriage of goods such as carriage of goods in accordance with the Geneva Convention of
                                                             19 May 1956 on the Contract for the International Carriage of Goods by Road in article 2, or
                                                             the Berne Convention of 7 February 1970 concerning the Carriage of Goods by Rail, article 2,
                                                             shall not for States Parties to Conventions governing such carriage be considered as
                                                             international multimodal transport within the meaning of article 1, paragraph 1, of this
                                                             Convention, in so far as such States are bound to apply the provisions of such Conventions to
                                                             such carriage of goods.
                                                             Article 31 - Unit of account of monetary unit and conversion
                                                             1. The unit of account referred to in article 18 of this Convention is the Special Drawing Right
                                                             as defined by the International Monetary Fund. The amounts referred to in article 18 shall be
                                                             converted into the national currency of a State according to the value of such currency on the
                                                             date of the judgement or award or the date agreed upon by the parties. The value of a
                                                             national currency, in terms of the Special Drawing Right, of a Contracting State which is a
                                                             member of the International Monetary Fund, shall be calculated in accordance with the
                                                             method of valuation applied by the International Monetary Fund, in effect on the date in
                                                             question, for its operations and transactions. The value of a national currency in terms of the
                                                             Special Drawing right of a Contracting State which is not a member of the International
                                                             Monetary Fund shall be calculated in a manner determined by that State.
                                                             2. Nevertheless, a State which is not a member of the International Monetary Fund and whose
                                                             law does not permit the application of the provisions of paragraph 1 of this article may, at the
                                                             time of signature, ratification, acceptance, approval or accession, or at any time thereafter,
                                                             declare that the limits of liability provided for in this Convention to be applied in its territory
                                                             shall be fixed as follows: with regard to the limits provided for in paragraph 1 of article 18, to
                                                             13,750 monetary units per package or other shipping unit or 41.25 monetary units per
                                                             kilogram of gross weight of the goods, and with regard to the limit provided for in paragraph 3
                                                             of article 18, to 124 monetary units.
                                                             3. The monetary unit referred to in paragraph 2 of this article corresponds to sixty-five and a
                                                             half milligrams of gold of millesimal fineness nine hundred. The conversion of the amount
                                                             referred to in paragraph 2 of this article into national currency shall be made according to the
                                                             law of the State concerned.
                                                             4. The calculation mentioned in the last sentence of paragraph 1 of this article and the
                                                             conversion referred to in paragraph 3 of this article shall be made in such a manner as to
                                                             express in the national currency of the Contracting State as far as possible the same real
                                                             value for the amounts in article 18 as is expressed there in units of account.
                                                             5. Contracting States shall communicate to the depositary the manner of calculation pursuant
                                                             to the last sentence of paragraph 1 of this article, or the result of the conversion pursuant to
                                                             paragraph 3 of this article, as the case may be, at the time of signature or when depositing
                                                             their instruments of ratification, acceptance, approval or accession, or when availing
                                                             themselves of the option provided for in paragraph 2 of this article and whenever there is a
                                                             change in the manner of such calculation or in the result of such conversion.
                                                             Part VII - Customs Matters
                                                             Article 32 - Customs transit
                                                             1. Contracting States shall authorise the use of the procedure of customs transit for
                                                             international multimodal transport.
                                                             2. Subject to provisions of national law or regulations and intergovernmental agreements, the
                                                             customs transit of goods in international multimodal transport shall be in accordance with the
                                                             rules and principles contained in articles I to VI of the annex to this Convention.
                                                             3. When introducing laws or regulations in respect of customs transit procedures relating to
                                                             multimodal transport of goods, Contracting States should take into consideration articles I to
                                                             VI of the annex to this Convention.
                                                             Part VIII - Final Clauses
                                                             Article 33 - Depositary
                                                             The Secretary-General of the United Nations is hereby designated as the depositary of this
                                                             Convention.
                                                             Article 34 - Signature, ratification, acceptance, approval and accession
                                                             1. All States are entitled to become Parties to this Convention by:
                                                             (a) Signature not subject to ratification, acceptance or approval
                                                             (b) Signature subject to and followed by ratification, acceptance or approval
                                                             (c) Accession.
                                                             2. This Convention shall be open for signature as from 1 September 1980 until and including
                                                             31 August 1981 at the Headquarters of the United Nations in New York.
                                                             3. After 31 August 1981, this Convention shall be open for accession by all States which are
                                                             not signatory States.
                                                             4. Instruments of ratification, acceptance, approval and accession are to be deposited with the
                                                             depositary.
                                                             5. Organisations for regional economic integration, constituted by sovereign States members
                                                             of UNCTAD, and which have competence to negotiate, conclude and apply international
                                                             agreements in specific fields covered by this Convention, shall be similarly entitled to become
                                                             Parties to this Convention in accordance with the provisions of paragraphs 1 to 4 of this
                                                             article, thereby assuming in relation to other Parties to this Convention the rights and duties
                                                             under this Convention in the specific fields referred to above.
                                                             Article 35 - Reservations
                                                             No reservation may be made to this Convention.
                                                             Article 36 - Entry into force
                                                             1. This Convention shall enter into force 12 months after the Governments of 30 States have
                                                             either signed it not subject to ratification, acceptance or approval or have deposited
                                                             instruments of ratification, acceptance, approval or accession with the depositary.
                                                             2. For each State which ratifies, accepts, approves or accedes to this Convention after the
                                                             requirements for entry into force given in paragraph 1 of this article have been met, the
                                                             Convention shall enter into force 12 months after the deposit by such State of the appropriate
                                                             instrument.
                                                             Article 37 - Date of application
                                                             Each Contracting State shall apply the provisions of this Convention to multimodal transport
                                                             contracts concluded on or after the date of entry into force of this Convention in respect of that
                                                             State.
                                                             Article 38 - Rights and obligations under existing conventions
                                                             If, according to articles 26 or 27, judicial or arbitral proceedings are brought in a Contracting
                                                             State in a case relating to international multimodal transport subject to this Convention which
                                                             takes place between two States of which only one is a Contracting State, and if both these
                                                             States are at the time of entry into force of this Convention equally bound by another
                                                             international convention, the court or arbitral tribunal may, in accordance with the obligations
                                                             under such convention, give effect to the provisions thereof.
                                                             Article 39 - Revision and amendments
                                                             1. At the request of not less than one third of the Contracting States, the Secretary-General of
                                                             the United Nations shall, after the entry into force of this Convention, convene a conference of
                                                             the Contracting States for revising or amending it. The Secretary-General of the United
                                                             Nations shall circulate to all Contracting States the texts of any proposals for amendments at
                                                             least three months before the opening date of the conference.
                                                             2. Any decision by the revision conference, including amendments, shall be taken by a two
                                                             thirds majority of the States present and voting. Amendments adopted by the conference shall
                                                             be communicated by the depositary to all the contracting States for acceptance and to all the
                                                             States signatories of the Convention for information.
                                                             3. Subject to paragraph 4 below, any amendment adopted by the conference shall enter into
                                                             force only for those Contracting States which have accepted it, on the first day of the month
                                                             following one year after its acceptance by two thirds of the Contracting States. For any State
                                                             accepting an amendment after it has been accepted by two thirds of the Contracting States,
                                                             the amendment shall enter into force on the first day of the month following one year after its
                                                             acceptance by that State.
                                                             4. Any amendment adopted by the conference altering the amounts specified in article 18 and
                                                             paragraph 2 of article 31 or substituting either or both the units defined in paragraphs 1 and 3
                                                             of article 31 by other units shall enter into force on the first day of the month following one
                                                             year after its acceptance by two thirds of the Contracting States. Contracting States which
                                                             have accepted the altered amounts or the substituted units shall apply them in their
                                                             relationship with all Contracting States.
                                                             5. Acceptance of amendments shall be effected by the deposit of a formal instrument to that
                                                             effect with the depositary.
                                                             6. Any instrument of ratification, acceptance, approval or accession deposited after the entry
                                                             into force of any amendment adopted by the conference shall be deemed to apply to the
                                                             Convention as amended.
                                                             Article 40 - Denunciation
                                                             1. Each Contracting State may denounce this Convention at any time after the expiration o a
                                                             period of two years from the date on which this Convention has entered into force by means
                                                             of a notification in writing addressed to the depositary.
                                                             2. Such denunciation shall take effect on the first day of the month following the expiration of
                                                             one year after the notification is received by the depositary. Where a longer period is specified
                                                             in the notification, the denunciation shall take effect upon the expiration of such longer period
                                                             after the notification is received by the depositary.
                                                             [Post Provisions]
                                                             [Post Clauses (If any: Signed
                                                             In witness whereof the undersigned, being duly authorised thereto, have affixed their
                                                             signatures hereunder on the dates indicated.
                                                             Done at Geneva, this twenty-fourth day of May, one thousand nine hundred and eighty, in one
                                                             original in the Arabic, Chinese, English, French, Russian and Spanish languages, all texts
                                                             being equally authentic.
                                                             Annex
                                                             [Annex]
                                                             Provisions on customs matters relating to international multimodal transport of goods
                                                             For the purpose of this Convention:
                                                             "Customs transit procedure" means the customs procedure under which goods are
                                                             transported under customs control from one customs office to another.
                                                             "Customs office of destination" means any customs office at which a customs transit operation
                                                             is terminated.
                                                             "Import/export duties and taxes" means customs duties and all other duties, taxes, fees or
                                                             other charges which are collected on or in connection with the import/export of goods, but not
                                                             including fees and charge which are limited in amount to the approximate cost of services
                                                             rendered.
                                                             "Customs transit document" means a form containing the record of data entries and
                                                             information required for the customs transit operation.
                                                             Article II

    Subject to the provisions of the law, regulations and international conventions in force in

                                                             their territories, Contracting States shall grant freedom of transit to goods in international
                                                             multimodal transport.
                                                             2. Provided that the conditions laid down in the customs transit procedure used for the transit
                                                             operation are fulfilled to the satisfaction of the customs authorities, goods in international
                                                             multimodal transport:
                                                             (a) Shall not, as a general rule, be subject to customs examination during the journey except
                                                             to the extent deemed necessary to ensure compliance with rules and regulations which the
                                                             customs are responsible for enforcing. Flowing from this, the customs authorities shall
                                                             normally restrict themselves to the control of customs seals and other security measures at
                                                             points of entry and exit
                                                             (b) Without prejudice to the application of law and regulations concerning public or national
                                                             security, public morality or public health, shall not be subject to any customs formalities or
                                                             requirements additional to those of the customs transit regime used for the transit operation.
                                                             Article III
                                                             In order to facilitate the transit of the goods, each Contracting State shall:
                                                             (a) If it is the country of shipment, as far as practicable, take all measures to ensure the
                                                             completeness and accuracy of the information required for the subsequent transit operations
                                                             (b) If it is the country of destination
                                                             (i) Take all necessary measures to ensure that goods in customs transit shall be cleared, as a
                                                             rule, at the customs office of destination of the goods
                                                             (ii) Endeavour to carry out the clearance of goods at a place as near as is possible to the
                                                             place of final destination of the goods, provided that national law and regulations do not
                                                             require otherwise.
                                                             Article IV
                                                             1. Provided that the conditions laid down in the customs transit procedure are fulfilled to the
                                                             satisfaction of the customs authorities, the goods in international multimodal transport shall
                                                             not be subject to the payment of import/export duties and taxes or deposit in lieu thereof in
                                                             transit countries.
                                                             2. The provisions of the preceding paragraph shall not preclude:
                                                             (a) The levy of fees and charges by virtue of national regulations on grounds of public security
                                                             or public health
                                                             (b) The levy of fees and charges, which are limited in amount to the approximate cost of
                                                             services rendered, provided they are imposed under conditions of equality.
                                                             Article V
                                                             1. Where a financial guarantee for the customs transit operation is required, it shall be
                                                             furnished to the satisfaction of the customs authorities of the transit country concerned in
                                                             conformity with its national law and regulations and international conventions.
                                                             2. With a view to facilitating customs transit, the system of customs guarantee shall be simple,
                                                             efficient, moderately priced and shall cover import/export duties and taxes chargeable and, in
                                                             countries where they are covered by guarantees, any penalties due.
                                                             Article VI
                                                             1. Without prejudice to any other documents which may be required by virtue of an
                                                             international convention or national law and regulations, customs authorities of transit
                                                             countries shall accept the multimodal transport document as a descriptive part of the customs
                                                             transit document.
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2. With a view to facilitating customs transit, customs transit documents shall be aligned, as

far as possible, with the layout reproduced below.