



Standard Trading Conditions and Warehousing Conditions

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These conditions are the intellectual property of the Irish International Freight Association (IIFA) and may be used by current IIFA members only.

The Customer's attention is drawn to specific Clauses which exclude or limit the Company's liability, those deal with issuing insurance for Goods, those which require the Customer to indemnify the Company in certain circumstances, and, those which limit time for bringing a claim.

DEFINITIONS AND APPLICATION

1. In these Conditions:-

"Company"	Is the IIFA Member trading under these Conditions.
"Customer"	Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
"Direct Representative"	The Company acting in the name of and on behalf of the Customer and/or the owner of the Goods with Revenue as defined by Article 18 Regulation (EU) No 952/2013 and Council Regulation 2913/92 establishing the Community Customs code, or as amended.
"Goods"	The cargo to which any business under these conditions relates
"Owner"	Means the Owner of the Goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.
"Person"	Includes persons or any Body or Bodies Corporate.
"SDR"	Special Drawing Rights as defined by the International Monetary Fund
"Transport Unit"	Packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air

2. (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.

(B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

3. The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.

4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Consignee accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

THE COMPANY

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an Agent or to provide those services as a Principal.

(B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.

(C) When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any Goods nor for

any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing Contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties.

(D) The Company shall on demand by the Customer provide evidence of any Contract entered into as Agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions.

(E) In all and any dealings with Revenue for and on behalf of the Customer and/or Owner, the Company is deemed to be appointed, and acts as, Direct Representative only.

6. When and to the extent that the Company has contracted as Principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and in particular to Clauses 27-31 hereof accepts liability for loss of or damage to Goods taken into its charge occurring between the time when it takes the Goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the Goods.

7. When and to the extent that the Company in accordance with these Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into Contracts on behalf of the Customer:-

- For the carriage of Goods by any route or means or person;
- For the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;
- For the carriage or storage of Goods in or on Transport Units and with other Goods of whatever nature; and
- To do such acts as may in the opinion of the Company, be reasonably necessary in the performance of its obligations in the interests of the Customer.

8. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Goods.

9. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies. In the absence of agreement to the contrary any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such parent, subsidiary, or associated Company, and any such Company shall be entitled to the benefit of these Conditions.

10 (A) Subject to Sub-Clause (B) below, the Company:

- Has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time from the Customer or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien; and
- Shall be entitled, on 21 days' notice in writing to the Customer, to sell or dispose of such Goods or documents as Agent for and at the expense of the Customer and apply the proceeds in or towards the payment of all such sums due;
- Shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and for the costs of sale or disposal and/or dealing and/or storage, the Company shall be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell, dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.

12. (A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these

- conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.
- (B) The Company shall be entitled at the expense of the Customer to dispose of or deal with the Goods (by sale or otherwise as may be reasonable in all the circumstances):-
- i. On 21 days' notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and
 - ii. Without prior notice, any Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company or Third Parties or to contravene any applicable laws or regulations.
13. (A) No Insurance will be effected except pursuant to and in accordance with express instructions given in writing by the Customer and all Insurances effected by the Company are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect separate Insurance on the Goods, but may declare it on any open or general Policy held by the Company.
- (B) Insofar as the Company agrees to arrange Insurance for the benefit of the Customer and or the Owner, the Company acts solely as Agent for the Customer and or Owner and the Company's liability is subject to the limits of liability contained in Clause 30 hereof.
14. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.
- (B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.
- (C) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clauses (A) and (B) hereof save where such arrangements are made in writing.
- (D) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed the limits set out in clause 30 (A) (i) of these conditions.
15. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses incurred and/or suffered as a consequence of passing such advice or information on to any third party and any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
16. (A) Except under special arrangement previously made in writing, the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods, otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with such Goods howsoever arising.
- (B) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (A) above in respect of any one or more of the categories of Goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer. In any event, the Company's liability in respect of such goods shall not exceed the limits set out in clause 30 of these conditions.
17. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other Goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the Goods.
18. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised and as referred to in clause 30 (D).

THE CUSTOMER

19. (A) The Customer's attention is drawn to both the International Convention for the Safety of Life At Sea 1974 (the "SOLAS Convention"), as amended, requiring the mandatory provision of the verification of the gross mass of packed containers ("VGM"), and also, the guidelines regarding the VGM of a container carrying cargo, as amended.
- (B) Unless and to the extent that the Company and the Customer otherwise agree in writing, where the Goods are to be carried in a container:
- (i) The Customer shall arrange for the VGM to be provided to the carrier, port authority or such other party as is required
 - (ii) The Customer shall indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to any incorrect or inaccurate information provided by or on behalf of the Customer upon which the Company may rely when providing the VGM.
- (C) Where the Company provides the VGM:
- (i) The Customer shall pay the Company any charges which the Company may incur or raise arising from the provision of the VGM including, without limitation, any administrative charges or costs raised or incurred by the Company, any carrier, the port operator or the Vessel; and
 - (ii) The Customer shall indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to any incorrect or inaccurate information provided by or on behalf of the Customer upon which the Company may rely when providing the VGM.
- (D) Where the VGM is provided by, or on behalf of, the Customer:
- (i) The Customer warrants that the Customer or the party providing the VGM on behalf of the Customer is duly authorised by the relevant authority to provide a VGM;
 - (ii) The Customer warrants that the VGM will be accurate, in a form which meets the local requirements and will be provided in a timely manner;
 - (iii) The Customer will indemnify the Company and hold the Company harmless from and against any costs, expenses, charges, fines, penalties, indemnities or other losses of whatever nature arising from or in relation to the VGM or any failure or delay in providing a VGM.
20. The Customer warrants:
- (A) (i) that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the VGM of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and
 - (ii) That any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose, and
- (B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled, marked and/or weighed, and that the preparation, packing, stowage, labelling, marking and weighing are appropriate to any operations, carriage or transactions affecting the Goods and the characteristics of the Goods.

- (C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon, which includes, (but is not limited to) the Transport Unit having been properly fumigated and/or heat treated and weighed as may be required for the intended carriage.
- (D) that where the Company provides the Transport Unit, for loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.
21. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 17 above deliver to the Company or cause the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other Goods, he shall be liable for all loss or damage arising in connection with such Goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.
22. The Customer undertakes that no claim shall be made against any Director, Servant, or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
23. The Customer shall save harmless and keep the Company indemnified from and against:-
- (A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and
- (B) Without derogation from Sub-Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
- (C) All claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or Agents, and
- (D) Any losses suffered by the Company its servants or agents including any claims made against the Company its servants or agents, arising out of or in connection with any fraudulent activity by the Customer, and/or the Owner of the Goods, and/or the servants or agents of either. The Company shall not in any circumstances be liable in respect of Goods or for any claim whatsoever where there has been such a fraud.
- (E) Any claims of a General Average nature which may be made on the Company.
24. (A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer. Accordingly the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of any and all sums payable by the Customer to the Company.
- (B) Notwithstanding any agreed credit period, the Company may unilaterally revoke such agreed credit period with immediate effect, so that any and all sums due to the Company become immediately payable.
- (C) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 24(A) above):
- i. Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 24(C), would be otherwise be not yet by payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full.
- ii. Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or set-off.
- iii. No omission to seek compensation for breach of 24(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 24(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.
- iv. The European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended, shall apply to all sums due from the Customer
25. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.
26. Where liability for General Average arises in connection with the Goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

LIABILITY AND LIMITATION

27. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
28. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-
- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
- (B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
29. Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates or times of the Goods.
30. (A) Subject to Clause 2(B) above and Sub-Clause (D) below the company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
- (i) in the case of claims for loss or damage to Goods:
- (a) the value of any Goods lost or damaged, or
- (b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as SDR's), per kilo of gross weight of any Goods lost or damaged whichever shall be the lesser.
- (ii) in the case of all other claims:
- (a) the value of the Goods the subject of the relevant transaction between the Company and its Customer, or
- (b) a sum at the rate of two SDR's per kilo of the gross weight of the Goods the subject of the said transaction, or
- (c) 75,000 SDR's in respect of any one transaction whichever shall be the lesser.
- For the purposes of Clause 30 (A) the value of the Goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.
- (B) Subject to Sub-Clause (A) above, and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under Clause 29) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.
- (C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to Sub-Clause (A) above and Sub-Clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.
- (D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

31. (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- (B) Notwithstanding the provisions of Sub-Paragraph (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

32. These Conditions and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

WAREHOUSING CONDITIONS OF CONTRACT CUSTOMER'S UNDERTAKINGS

("The Company") is a member of the Irish International Freight Association, is not a common carrier, and undertakes all services subject solely to the following Conditions which can be varied only in writing by a Director, Company Secretary or Partner of the Company. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

IMPORTANT NOTE

The Customer's attention is drawn specifically to Condition 3. Condition 3 (ii) has been included herein solely to relieve the owner of the Goods (including any associated packing and equipment) the subject of this contract ("the Goods"), or the owner's agent, of the additional costs that the Company would need to include to recover insurance charges were its liability not limited as provided for in Condition 3 (ii). Condition 3 (iii) will become operative at the option of the Customer on the terms provided therein.

WARRANTY OF AGENCY

1. The Customer warrants that it is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.

Customer's Undertakings

2. (i) The Customer undertakes that:-
 - (a) When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other Goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
 - (b) Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
 - (c) It will reimburse all duties and taxes that the Company may be required to pay in respect of the Goods, except to the extent that the Company is required to accept responsibility for them in accordance with Condition 3.
 - (d) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods constitute "Waste" as defined in the Environmental Protection Act 1990.
 - (e) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
2. (ii) Notwithstanding any notice under Condition 3 (iii), if there is a breach of contract by the Customer, the Customer will indemnify the Company against any loss or damage it suffers which is related to the and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer of this contract. If the Company suspects a breach of warranty in Condition 1 or of any undertaking in Condition 2 (i), it may demand the immediate removal of any Goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

3. (i) Except as provided in Condition 3(iii) below, the Company does not insure the Goods and the Customer shall make arrangements to cover the Goods against all risks to the full insurable value thereof.
- (ii) The Company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or non-compliance with instructions of or to or in connection with the Goods ("Claim"). This exclusion does not apply if a Claim arises from the neglect or wilful act or

default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors). In any case, the Company's liability shall not exceed a total of Euro127 per tonne weight of that part of the Goods in respect of which a claim arises. In no case shall the Company be liable for any loss of profit or indirect or consequential loss of any kind.

- (iii) The limit of liability in Condition 3 (ii) may be increased by written notice, in which event:-
 - (a) The Customer shall give written notice to be received by the Company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the Company's liability to the Customer exceed the value given under this notice.
 - (b) The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability hereunder.
- (iv) (a) The Company shall not be liable for any Claim unless it has received written notice of the Claim from the Customer within 21 days (7 days in the case of sub-contract carriage) of the cause of the Claim coming to the Customer's knowledge or of the Goods being delivered by the Company to or to the use of the Customer, whichever is the later.
- (b) No legal proceedings may be brought against the Company unless they are issued and served, and no counterclaim may be raised unless full written details are received by the Company, within 9 months of the event giving rise to the Claim.
- (v) The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations in accordance with Condition 8).

EMPLOYEES AND SUB-CONTRACTORS

4. (i) The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim.
- (ii) Without prejudice to Condition 4 (i), if an employee or sub-contractor pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub-contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds €127 per tonne weight of that part of the Goods the subject of a Claim or any higher figure agreed under Condition 3(iii).
- (iii) In any of the circumstances referred to in Condition 4 (iv) hereof, and otherwise with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of its business and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.
- (iv) The circumstances referred to in Condition 4 (iii) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible Authority or any emergency reasonably requiring such action by the Company.

CHANGE OF CUSTOMER

5. The Customer may give written authority for the Goods or any part thereof to be transferred by the Company to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such other party notifies the Company in writing that it is to become the Customer and is to be bound by these Conditions and by any notice given under Condition 3(iii) (a). Further, the Customer agrees to continue to pay the Company's charges until receipt by the Company of the other party's written notification.

CHARGES, PAYMENTS AND LIEN

6. The Company's charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable free of any deductions at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before the removal of the Goods from the Company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue. Further, the Company shall have on the Goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums due from the customer on any account (relating to the Goods or not). Storage charges shall continue to accrue on any Goods detained under lien.

TERMINATION

7. (i) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable Goods, within 3 days.
- (ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Condition 7 (i) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishables within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction there from of all expenses and all amounts due to the Company from the Customer on any account.
- (iii) In the case of perishable Goods, notice under Condition 7 (ii) may be combined with a notice under Condition 7(i).

FRUSTRATION OF CONTRACT

8. The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions, or by storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

GENERAL

9. (i) Each exclusion or limitation in these Conditions exists separately and accumulatively.
- (ii) When reasonably necessary and at the discretion of the Company the Goods may be carried, stored or handled with other compatible Goods or transferred between stores.
- (iii) Any notice or statement of account given by the Company to the Customer shall be duly given if left at or sent by first class post to the last known address of the Customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.

GOVERNING LAW

10. All contracts between the Company and the Customer shall be governed in all respect by the Laws of the Republic of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Courts of the Republic of Ireland.

OTHER CONDITIONS OF BUSINESS

11. If the business undertaken comprises or includes any of the following activities, then these Conditions shall still apply to the activity except to the extent that they are inconsistent with the Company's own standard terms (if any) for such activity in which case those standard terms shall apply.
 - (a) Carriage of Goods over public roads (other than in connection with the loading or unloading of the Goods and the transfer of the Goods as referred to in Condition 9 (ii)).
 - (b) Vehicle repair and maintenance.
 - (c) Freight Forwarding.

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These Conditions may only be used by current IIFA members

CMR Trading Conditions

Convention on the Contract for the
International Carriage of Goods by Road (CMR)
(1978 - Geneva, 19 May 1956 as amended by Protocol to the CMR,
Geneva, 5 July, 1978)

The Contracting Parties, Having recognized the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the carrier's liability,

Have agreed as follows:

CHAPTER I - SCOPE OF APPLICATION

Article 1

1. This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a contracting country, irrespective of the place of residence and the nationality of the parties.
2. For the purpose of this Convention, "vehicles" means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19 September 1949.
3. This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations.
4. This Convention shall not apply:
 - (a) To carriage performed under the terms of any international postal convention;
 - (b) To funeral consignments;
 - (c) To furniture removal.
5. The Contracting Parties agree not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic or to authorize the use in transport operations entirely confined to their territory of consignment notes representing a title to the goods.

Article 2

1. Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air, and, except where the provisions of article 14 are applicable, the goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of the carriage. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by this convention.
2. If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with the provisions paragraph 1 of this article, but as if, in his capacities as carrier by road and carrier by the other means of transport, he were two separate persons.

CHAPTER II - PERSONS FOR WHOM THE CARRIER IS RESPONSIBLE

Article 3

For the purposes of this Convention the carrier shall be responsible for the acts of omissions of his agents and servants and of any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.

CHAPTER III - CONCLUSION AND PERFORMANCE OF THE CONTRACT OF CARRIAGE

Article 4

The contract of carriage shall be confirmed by the making out of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject the provisions of this Convention.

Article 5

1. The consignment note shall be made out in three original copies signed by the sender and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier.
2. When the goods which are to be carried have to be loaded in

different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.

Article 6

1. The consignment note shall contain the following particulars
 - (a) The date of the consignment note and the place at which it is made out;
 - (b) The name and address of the sender;
 - (c) The name and address of the carrier;
 - (d) The place and the date of taking over of the goods and the place designated for delivery;
 - (e) The name and address of the consignee;
 - (f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
 - (g) The number of packages and their special marks and numbers;
 - (h) The gross weight of the goods or their quantity otherwise expressed;
 - (i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);
 - (j) The requisite instructions for Customs and other formalities;
 - (k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.
2. Where applicable, the consignment note shall also contain the following particulars:
 - (a) A statement that trans-shipment is not allowed;
 - (b) Then charges which the sender undertakes to pay;
 - (c) The amount of "cash on delivery" charges;
 - (d) A declaration of the value of the goods and the amount representing special interest in delivery;
 - (e) The sender's instructions to the carrier regarding insurance of the goods;
 - (f) The agreed time limit within which the carriage is to be carried out;
 - (g) A list of the documents handed to the carrier.
3. The parties may enter in the consignment note any other particulars which they may deem useful.

Article 7

1. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:
 - (a) The particulars specified in article 6, paragraph 1, (b), (d), (e), (f), (g), (h) and (j);
 - (b) The particular specified in article 6, paragraph 2;
 - (c) Any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.
2. If, at the request of the sender, the carrier enters in the consignment note the particulars referred to in paragraph 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.
3. If the consignment note does not contain the statement specified in article 6, paragraph 1 (k), the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 8

1. On taking over the goods, the carrier shall check
 - (a) The accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and
 - (b) The apparent condition of the goods and their packaging.
2. Where the carrier has no reasonable means of checking the accuracy of the statements referred to in paragraph 1 (a) of this article, he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to them apparent condition of the goods and their packaging, such reservations shall not bind the sender unless he has expressly agreed to be bound by them in the consignment note.
3. The sender shall be entitled to require the carrier to check the gross weight of the goods or their quantity otherwise expressed. He may also require the contents of the packages to be checked. The carrier shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.

Article 9

1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.
2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition

when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

Article 10

The sender shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

Article 11

1. For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnish him with all the information which he requires.
2. The carrier shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information. The sender shall be liable to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.
3. The liability of the carrier for the consequences arising from the loss or incorrect use of the documents specified in and accompanying the consignment note or deposited with the carrier shall be that of an agent, provided that the compensation payable by the carrier shall not exceed that payable in the event of loss of the goods.

Article 12

1. The sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.
2. This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under article 13, paragraph 1; from that time onwards the carrier shall obey the orders of the consignee.
3. The consignee shall, however, have the right of disposal from the time when the consignment note is drawn up, if the sender makes an entry to that effect in the consignment note.
4. If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.
5. The exercise of the right of disposal shall be subject to the following conditions:
 - (a) That the sender or, in the case referred to in paragraph 3 of this article, the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the carrier have been entered and indemnifies the carrier against all expenses, loss and damage involved in carrying out such instructions;
 - (b) That the carrying out of such instructions is possible at the time when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the carriers' undertaking or prejudice the senders or consignees of other consignments;
 - (c) That the instructions do not result in a division of the consignment.
6. When, by reason of the provisions of paragraph 5 (b) of this article, the carrier cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.
7. A carrier who has not carried out the instructions given under the conditions provided for in this article or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.

Article 13

1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods established or if the goods have not arrived after the expiry of the period provided for in article 19, the consignee shall be entitled to enforce in his own name against the carrier any rights arising from the contract of carriage.
2. The consignee who avails himself of the rights granted to him under paragraph 1 of this article shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.

Article 14

1. If for any reason it is or becomes impossible to carry out the contract in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the carrier shall ask for instructions from the person entitled to dispose of the goods in accordance with the provisions of article 12.
2. Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the carrier has been unable to obtain instructions in reasonable time the person entitled to dispose of the goods in accordance with the provisions of article 12, he shall take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods

Article 15

1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the

sender for his instructions. If the consignee refuses the goods the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.

2. Even if he has refused the goods, the consignee may nevertheless require delivery so long as the carrier has not received instructions to the contrary from the sender.
3. When circumstances preventing delivery of the goods arise after the consignee, in exercise of his rights under article 12, paragraph 3, has given an order for the goods to be delivered to another person, paragraphs 1 and 2 of this article shall apply as if the consignee were the sender and that other person were the consignee.

Article 16

1. The carrier shall be entitled to recover the cost of his request for instructions and any expense entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the carrier.
2. In the cases referred to in article 14, paragraph 1, and in article 15, the carrier may immediately unload the goods for account of the person entitled to dispose of them and thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person so entitled. He may, however, entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.
3. The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses would be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.
4. If the goods have been sold pursuant to this article, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.
5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

CHAPTER IV - LIABILITY OF THE CARRIER

Article 17

1. The carrier shall be liable for the total or partial loss of the goods and for damage there to occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.
2. The carrier shall, however, be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.
3. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.
4. Subject to article 18, paragraphs 2 to 5, the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one more of the following circumstances:
 - (a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;
 - (b) The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
 - (c) Handling, loading, stowage or unloading of the goods by the sender, the consignee or person acting on behalf of the sender or the consignee;
 - (d) The nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
 - (f) Insufficiency or inadequacy of marks or numbers on the packages;
 - (g) The carriage of livestock.
5. Where under this article the carrier is not under any liability in respect some of the factors causing the loss, damage or delay, he shall only be liable to the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.

Article 18

1. The burden of proving that loss, damage or delay was due to one of the specified in article 17, paragraph 2, shall rest upon the carrier.
2. When the carrier establishes that in the circumstances of the case, the loss damage could be attributed to one or more of the special risks referred to in article 17, paragraph 4, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.
3. This presumption shall not apply in the circumstances set out in

article 17, paragraph 4 (a), if there has been an abnormal shortage, or a loss of any package.

4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.
5. The carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (f), unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Article 19

Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

Article 20

1. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.
2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.
3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery under article 23 and where applicable, article 26.
4. In the absence of the request mentioned in paragraph 2 or of any instructions given within the period of thirty days specified in paragraph 3, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law place where the goods are situated.

Article 21

Should the goods have been delivered to the consignee without collection of the "cash on delivery" charge which should have been collected by the carrier under terms of the contract of carriage, the carrier shall be liable to the sender for compensation not exceeding the amount of such charge without prejudice to his right of action against the consignee.

Article 22

1. When the sender hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate if necessary, precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.
2. Goods of a dangerous nature which, in the circumstance referred to in paragraph 1 of this article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

Article 23

1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.
2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to normal value of goods of the same kind and quality.
3. Compensation shall not, however, exceed 8.33 units of account per kilogram of gross weight short.
4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damage shall be payable.
5. In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.
6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.
7. The unit of account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amount mentioned in paragraph 3 of this article shall be converted

into the national currency of the State of the Court seized of the case on the basis of the value of that currency on the date of the judgment or the date agreed upon by the Parties. The value of the national currency, in terms of the Special Drawing Right, of a 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 the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by the State.

8. 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 7 of this article may, at the time of ratification of or accession to the Protocol to the CMR or at any time thereafter, declare that the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 gram of gold of millesimal fineness nine hundred. The conversion shall be made according to the law of the State concerned.
9. The calculation mentioned in the last sentence of paragraph 7 of this article and the conversion mentioned in paragraph 8 of this article shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amount in paragraph 3 of this article as is expressed there in units of account. States shall communicate to the Secretary-General of the United Nations the manner of calculation pursuant to paragraph 7 of this article or the result of the conversion in paragraph 8 of this article as the case may be, when depositing an instrument referred to in Article 3 of the Protocol to the CMR and whenever there is a change in either.

Article 24

The sender may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.

Article 25

1. In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with article 23, paragraphs 1, 2 and 4.
2. The compensation may not, however, exceed:
 - (a) If the whole consignment has been damaged, the amount payable in the case of total loss;
 - (b) If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 26

1. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.
2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 23, 24 and 25.

Article 27

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.
2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Article 28

1. In cases where, under the law applicable, loss, damage or delay arising out of carriage under this Convention gives rise to an extra-contractual claim, the carrier may avail himself of the provisions of this Convention which exclude his liability of which fix or limit the compensation due.
2. In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of article 3 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due.

Article 29

1. The carrier shall not be entitled to avail himself of the provisions of this chapter which exclude or limit his liability or which shift the burden of proof if the damage was caused by his wilful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct.
2. The same provision shall apply if the wilful misconduct or default is committed by the agents or servants of the carrier or by any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of this chapter referred to in paragraph 1.

CHAPTER V - CLAIMS AND ACTIONS

Article 30

1. If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie, evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.
2. When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the carrier within seven days, Sundays and public holidays excepted, from the date of checking.
3. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time that the goods were placed at the disposal of the consignee.
4. In calculating the time-limits provided for in this article the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.
5. The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

Article 31

1. In legal proceedings arising out of carriage under this Convention, the plaintiff may bring an action in any court or tribunal of a contracting country designated by agreement between the parties and, in addition, in the courts or tribunals of a country within whose territory:
 - (a) The defendant is ordinarily resident, or has his principal place of business, or the branch or agency through which the contract of carriage was made, or
 - (b) The place where the goods were taken over by the carrier or the place designated for delivery is situated.
2. Where in respect of a claim referred to in paragraph 1 of this article an action is pending before a court or tribunal competent under that paragraph, or where in respect of such a claim a judgement has been entered by such a court or tribunal no new action shall be started between the same parties on the same grounds unless the judgement of the court or tribunal before which the first action was brought is not enforceable in the country in which the fresh proceedings are brought.
3. When a judgement entered by a court or tribunal of a contracting country in any such action as is referred to in paragraph 1 of this article has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be re-opened.
4. The provisions of paragraph 3 of this article shall apply to judgements after trial, judgements by default and settlements confirmed by an order of the court, but shall not apply to interim judgements or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.
5. Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries.

Article 32

1. The period of limitation for an action arising out of carriage under this Convention shall be one year. Nevertheless, in the case of wilful misconduct, or such default as in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:
 - (a) In the case of partial loss, damage or delay in delivery, from the date of delivery;
 - (b) In the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier;
 - (c) In all other cases, on the expiry of a period of three months after the making of the contract of carriage.The day on which the period of limitation begins to run shall not be included in the period.
2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.
3. Subject to the provisions of paragraph 2 above, the extension of the period of limitation shall be governed by the law of the court or tribunal seized of the case. That law shall also govern the fresh

accrual of rights of action.

4. A right of action which has become barred by lapse of time may not be exercised by way of counterclaim or set-off.

Article 33

The contract of carriage may contain a clause conferring competence on an arbitration tribunal if the clause conferring competence on the tribunal provides that the tribunal shall apply this Convention.

CHAPTER VI - PROVISIONS RELATING TO CARRIAGE PERFORMED BY SUCCESSIVE CARRIERS

Article 34

If carriage governed by a single contract is performed by successive road carriers, each of them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.

Article 35

1. A carrier accepting the goods from a previous carrier shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in article 8, paragraph 2.
2. The provisions of article 9 shall apply to the relations between successive carriers.

Article 36

Except in the case of a counterclaim or a setoff raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who was performing that portion of the carriage during which the event causing the loss, damage or delay occurred, an action may be brought at the same time against several of these carriers.

Article 37

A carrier who has paid compensation in compliance with the provisions of this Convention, shall be entitled to recover such compensation, together with interest thereon and all costs and expenses incurred by reason of the claim, from the other carriers who have taken part in the carriage, subject to the following provisions:

- (a) The carrier responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another carrier;
- (b) When the loss or damage has been caused by the action of two or more carriers, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to him;
- (c) If it cannot be ascertained to which carriers liability is attributable for the loss or damage, the amount of the compensation shall be apportioned between all the carriers as laid down in (b) above.

Article 38

If one of the carriers is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other carriers in proportion to the share of the payment for the carriage due to them.

Article 39

1. No carrier against whom a claim is made under articles 37 and 38 shall be entitled to dispute the validity of the payment made by the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proceedings and afforded an opportunity of entering an appearance.
2. A carrier wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.
3. The provisions of article 31, paragraphs 3 and 4, shall apply to judgements entered in the proceedings referred to in articles 37 and 38.
4. The provisions of article 32 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.

Article 40

Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.

CHAPTER VII - NULLITY OF STIPULATION TO THE CONVENTION

Article 41

1. Subject to the provisions of article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.

2. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void.

CHAPTER VIII - FINAL PROVISIONS

Article 42

1. This Convention is open for signature or accession by countries members of the Economic Commission for Europe and countries admitted to the Commission in a consultative capacity under paragraph 8 of the Commission's terms of reference.
2. Such countries as may participate in certain activities of the Economic Commission for Europe in accordance with paragraph 11 of the Commission's terms of reference may become Contracting Parties to this Convention by acceding thereto after its entry into force.
3. The Convention shall be open for signature until 31 August 1956 inclusive. Thereafter, it shall be open for accession.
4. This Convention shall be ratified.
5. Ratification or accession shall be effected by the deposit of an instrument with the Secretary-General of the United Nations.

Article 43

1. This Convention shall come into force on the ninetieth day after five of the countries referred to in article 42, paragraph 1, have deposited their instruments of ratification or accession.
2. For any country ratifying or acceding to it after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the ninetieth day after the said country has deposited its instrument of ratification or accession.

Article 44

1. Any Contracting Party may denounce this Convention by so notifying the Secretary-General of the United Nations.
2. Denunciation shall take effect twelve months after the date of receipt by the Secretary-General of the notification of denunciation.

Article 45

If, after the entry into force of this Convention, the number of Contracting Parties is reduced, as a result of denunciations, to less than five, the Convention shall cease to be in force from the date in which the last of such denunciations takes effect.

Article 46

1. Any country may, at the time of depositing its instrument of ratification or accession or at any time thereafter, declare by notification addressed to the Secretary-General of the United Nations that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. The Convention shall extend to the territory or territories named in the notification as from the ninetieth day after its receipt by the Secretary-General or, if on that day the Convention has not yet entered into force, at the time of its entry into force.
2. Any country which has made a declaration under the preceding paragraph extending this Convention to any territory for whose international relations it is responsible may denounce the Convention separately in respect of that territory in accordance with the provisions of article 44.

Article 47

Any dispute between two or more Contracting Parties relating to the interpretation or application of this Convention, which the parties are unable to settle by negotiation or other means may, at the request of any one of the Contracting Parties concerned, be referred for settlement to the International Court of Justice

Article 48

1. Each Contracting Party may, at the time of signing, ratifying, or acceding to, this Convention, declare that it does not consider itself as bound by article 47 of the Convention. Other Contracting Parties shall not be bound by article 47 in respect of any Contracting Party which has entered such a reservation.
2. Any Contracting Party having entered a reservation as provided for in paragraph 1 may at any time withdraw such reservation by notifying the Secretary-General of the United Nations.
3. No other reservation to this Convention shall be permitted.

Article 49

1. After this Convention has been in force for three years, any Contracting Party may, by notification to the Secretary-General of the United Nations, request that a conference be convened for the purpose of reviewing the Convention. The Secretary-General shall notify all Contracting Parties of the request and a review conference shall be convened by the Secretary-General if, within a period of four months following the date of notification by the Secretary-General, not less than one-fourth of the Contracting Parties notify him of their concurrence with the request.
2. If a conference is convened in accordance with the preceding paragraph, the Secretary-General shall notify all the Contracting Parties and invite them to submit within a period of three months such proposals as they may wish the Conference to consider. The Secretary-General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.
3. The Secretary-General shall invite to any conference convened in accordance with this article all countries referred to in article 42, paragraph 1, and countries which have become Contracting Parties under article 42, paragraph 2.

Article 50

In addition to the notifications provided for in article 49, the Secretary-General of the United Nations shall notify the countries referred to in article 42, paragraph 1, and the countries which have become Contracting Parties under article 42, paragraph 2, of:

- (a) Ratification and accessions under article 42;
- (b) The dates of entry into force of this Convention in accordance with article 43;
- (c) Denunciations under article 44;
- (d) The termination of this Convention in accordance with article 45;
- (e) Notifications received in accordance with article 46;
- (f) Declarations and notifications received in accordance with article 48, paragraphs 1 and 2.

Article 51

After 31 August 1956, the original of this Convention shall be deposited with the Secretary-General of the United Nations, who shall transmit certified true copies to each of the countries mentioned in article 42, paragraphs 1 and 2.



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