





Remarks:

- This document includes the functional and legal specifications for the electronic CIM/SMGS consignment note. It is based on the version of 01 October 2013 and takes account of the changes made to the GLV CIM/SMGS in the edition of 01 July 2015. The current version was approved at the 20th meeting of the CIM/SMGS Steering Group on 10 September 2015.
- This document has the status of a recommendation for the benefit of undertakings who wish to use an electronic version of the CIM/SMGS consignment note.

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1 **General provisions**

1.1 Abbreviations

EDI Electronic Data Interchange between IT systems in the form of EDI

messages.

GLV-CIM/SMGS CIM/SMGS Consignment Note Manual see also Appendix 22

SMGS

1.2 **Definitions**

> Customer The consignor or consignee shown on the CIM/SMGS

> > consignment note.

CIM/SMGS consignment

note

Paper document or electronic record which records the contract of carriage in accordance with Article 6 CIM or Article 13 SMGS.

Paper CIM/SMGS Paper document representing the CIM/SMGS consignment note. consignment note

Electronic CIM/SMGS

consignment note

Electronic record of the data representing the CIM/SMGS

consignment note.

Printout of the electronic

Printout of the data in the electronic CIM/SMGS

CIM/SMGS consignment note consignment note record on paper.

EDI message An EDI message consists of a set of segments, structured using

> an agreed standard, prepared in a computer readable format and capable of being automatically and unambiguously processed.

Exit summary declaration Advance information on goods leaving the customs territory of the

EU which must be sent to the customs authorities of the EU

Member States [Regulation (EC) No 1875/2006].

Advance information on goods to be brought into the customs Entry summary declaration

territory of the EU which must be sent to the customs authorities of

EU Member States [Regulation (EC) No 1875/2006].

1.3 Multi-phased approach

A multi-phased approach is being adopted for the introduction of the electronic CIM/SMGS consignment note:

- first stage: consignment data sent forward in advance,
- second stage: mixed system, i.e. use of various consecutive data media for any given consignment (paper consignment note, electronic consignment note, printout),
- third stage: electronic CIM/SMGS consignment note.

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2 First stage: consignment data sent forward electronically in advance

2.1 Purpose

Supplementing the use of a paper CIM/SMGS consignment note, consignment note data is to be sent forward electronically in advance. This advance consignment data will allow all the participants in the EDI messaging system to make use of the data early on and will allow customs authorities' security requirements to be satisfied.

2.2 <u>EDI messages</u>

The participants are to agree

- the standards and formats for the EDI messages,
- the arrangements for transmission of the data.

The functional specification for the EDI messages to be used is included as Appendix 1.

2.3 EDI liability

The participants in the EDI messaging system are to agree provisions for liability for electronic transmission and for processing the CIM/SMGS consignment note data.

Proposed provisions for liability are included as Appendix 2.

3 Second stage "mixed system"

The need for the second stage "mixed system" (or "parallel system") as a transitional stage will be studied when the results of studies of the desirability of the "mixed system" for the electronic CIM consignment note are available.

Decision by the Twelfth Steering Group Meeting (Bern, 2009-07-08):

Following a recommendation of the CIM/SMGS Group of Experts, it was decided not to proceed with drawing up a specification for the second stage at the present time.

4 Third stage "Electronic CIM/SMGS consignment note"

4.1 Purpose

Exchange of documentation will only be electronic.

Printouts will only be produced if necessary and then only at the location at which they are required.

4.2 General provisions

For relationships between customers and carriers, between customs authorities and carriers and between carriers themselves, the exchange of electronic documentation must provide the same level of legal certainty as the exchange of paper documentation. In particular, that includes

- a) retaining all the functionality of the paper CIM/SMGS consignment note as well as the comprehensiveness, quality and reliability of the data it contains,
- b) archiving the data in accordance with the provisions of the CIM Uniform Rules and of the SMGS on limitation of action, the provisions of national law and the terms of the EDI contract,
- c) keeping the data secure and protecting it,
- d) authenticating the electronic documents.

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- e) recognising electronic documents as having equivalent evidential value,
- f) having options to transform these electronic documents into legible written symbols,
- g) recording amendments and additions to an electronic consignment note and retaining earlier data,
- h) recording data exchange between the participants in the EDI,
- i) ensuring that the data is available.

Note: Data on dangerous goods consignments available at all times to carriers for their own internal checks before departure and during transit; likewise in the case of irregularities or accidents, and for checks made by the competent authorities; see also the note to RID section 5.4.0 and Chapter 1.10 of Appendix 2 SMGS.

4.3 EDI messages

The participants are to agree

- the standards and formats for the EDI messages,
- the arrangements for transmission of the data.

The functional specification for the EDI messages to be used is included as *Appendix 3*.

4.4 Printouts

4.4.1 Production, recognition

If necessary, the electronic CIM/SMGS consignment note is to be printed out.

Printouts may only be produced for those functions which are necessary, and then only once with a given title (see point 4.4.2)

The IT system must record the production of every printout together with the following data: type of document, date, time and the initiator of the printout.

Printouts are to comply with the specimen CIM/SMGS consignment note (see Appendix 5 GLV-CIM/SMGS), subject to the following variations:

a) Content:

all the data included in the electronic consignment note record at the time of printing out which the person entitled to the printout has a right to read. The following details must also be printed in the header of the document:

- a note "Electronic CIM/SMGS consignment note printout YYYY-MM-DD (date of printing) produced by ... (carrier)" or a note "Electronic CIM/SMGS consignment note printout which will be used as a paper consignment note YYYY-MM-DD (date of printing date) produced by ... (carrier)", when a consignment is handed over en route to a carrier who is not linked to the IT system.
- the endorsement "Copy", when an extra printout has to be produced because of the loss of or damage to the original printout.
- the title of the printout (see point 4.4.2);

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b) paper size and layout: depart as little as possible from the specimen. If space is limited, box numbers need not be printed;

c) The back of CIM/SMGS consignment notes may be printed on special sheets (supplementary sheets).

Printouts complying with the provisions above are to be recognised by the parties to the contract of carriage as having the same validity as a paper CIM/SMGS consignment note.

Printouts are to be given to persons entitled who are not connected to the IT system. Persons entitled who are linked to the IT system are to receive them on request. Persons entitled are defined in point 4.4.2.

The provisions governing the presentation and processing of the paper consignment note in the case of amendment of the contract, instructions and claims also apply to printouts¹.

4.4.2 Titles and functions of the printouts and persons entitled to them

Title	Function	Person entitled
Sheet 1 "Original of the consignment note"	 Advice of delivery allowing the consignee to take part in the contract of carriage Document to be produced in support of a claim 	Consignee
Sheet 2 "Invoice"	Internal accounting document for the carrier	Carrier who delivers the goods to the consignee
Supplementary copy of the invoice	Internal carriers' document Customs information document	- Contractual carrier SMGS - SMGS successive carrier
Sheet 3 (SMGS) Sheet 5 (CIM) "Duplicate of the consignment note"	 CIM area: Confirmation of the acceptance of the goods SMGS area: Confirmation of the conclusion of the contract of carriage Document to be produced in support of amendment of the contract, instructions and claims 	Consignor
Sheet 5 (SMGS) Sheet 3 (CIM) "Arrival note/customs"	 Customs information document Internal carriers' document Document for the consignee SMGS area: document which is to be produced by the consignee together with sheet 1 in the case of a claim. 	 CIM → SMGS traffic: consignee or customs SMGS → CIM traffic: destination carrier or customs

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¹ Where an electronic CIM/SMGS consignment note is used, a consignor linked to the IT system who intends to use a letter of credit must ask for a printout of the electronic consignment note to pass to his bank. Thus the principle set down in the last paragraph of point 4.4.1 above allows the requirements that follow from Articles 19 §§ 1 and 7 CIM, and Article 25 § 1 SMGS and point 34.1 of the Annex 1 to SMGS to be satisfied.

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4.4.3 Supplementary sheets

If the length of data held in an electronic CIM/SMGS consignment note record is too long for the space available in the appropriate boxes of the printouts, or if data from the back of the consignment note has to be printed out, the following procedure is to be adopted:

- the "principal" printout is to be produced
- one or more supplementary sheets are to be produced. These supplementary sheets must show the consignment identification number of the CIM/SMGS consignment note to which they belong and show the data from those boxes of the electronic consignment note which could not be printed on the "principal" printout because of a shortage of space. The data is to be printed one field after another identified by the numbers of the corresponding boxes of the paper CIM/SMGS consignment note. On the "principal" printout, the remark "see supplementary sheet" is to be printed instead of the data itself in those boxes for which the data was too long.

4.4.4 Contradictions with the electronic consignment note record

Printouts are authoritative if they reflect the data in the electronic CIM/SMGS consignment note record faithfully and completely.

4.4.5 Group of wagons and containers consigned using a single CIM/SMGS consignment note

If a group of wagons or containers are consigned together using a single CIM/SMGS consignment note (see point 20 GLV-CIM/SMGS), a CIM/SMGS wagon list or a CIM/SMGS container list is to be printed out.

Consignments from states which apply the CIM Uniform Rules: if such consignments pass over the customs territory of the European Community or the territory on which the common transit procedure is applied, separate wagon or container lists must be made out for community goods and non-community goods.

4.5 Rights of access to data

Access to the data in the consignment note is only allowed to those parties who have concluded an EDI contract and who also take part in the contract of carriage in question. Competent administrative authorities acting within the scope of their powers also have a right of access.

Three types of access may be distinguished: read, write (also includes the right to read) and amend (also includes the right to read and write). Access to read is provided by means of an interface or by means of messages exchanged between the parties in accordance with the agreement they have entered into. The carrier's right to write and amend the data is limited to the carrier who has custody of the goods.

The rights of access and the data which each person entitled may access are defined in *Appendix 5*.

4.6 IT system disruptions and failures

Fall back alternatives for IT-system disruptions or failures are to be agreed in EDI contracts (see point 4.7).

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4.7 EDI contract

The carrier and the customers are to define the operational, technical and legal conditions for the electronic interchange of data in an EDI contract. *Appendix 4* contains a recommendation for the content of such a contract.

4.8 <u>Documents accompanying the CIM/SMGS consignment note</u>

Only those documents which are absolutely needed during carriage are to be attached to the CIM/SMGS consignment note.

The EDI contract is to define what to do about documents accompanying the CIM/SMGS in paper or electronic form (see point 4.7). If these documents are to be sent to the carrier in electronic form, the liability for processing them should be addressed in the EDI contract.



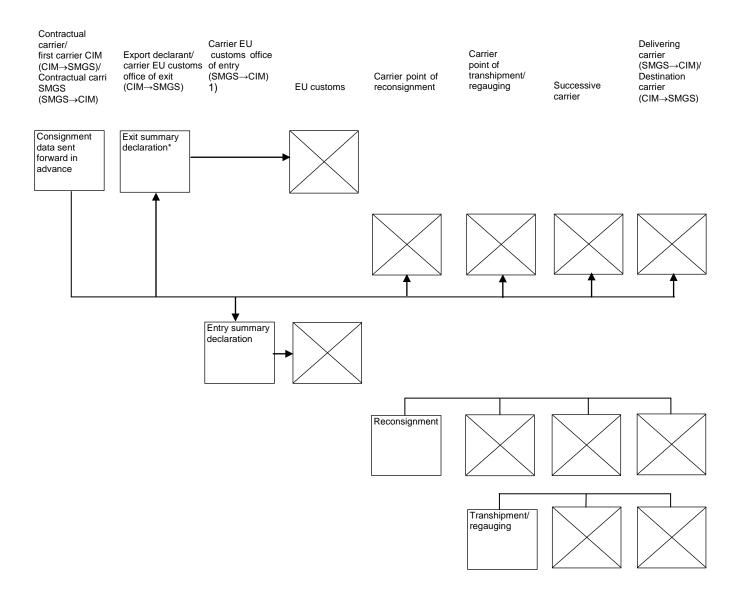


Appendix 1 (refers to point 2.2)

EDI messages

1 Transmission of the messages

1.1 Structure



^{*} The exit summary declaration message will be developed as part of the export procedure. In consequence, the carrier will become involved with the export procedure.

¹⁾ Other than the carrier, the persons specified in Article 36 b) paras. 3 & 4 of the Community Customs Code are entitled to present an entry summary declaration.

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1.2 Table

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The table below shows

- the EDI messages to be sent,
- the cases in which they must be sent,
- the time they are to be sent,
- the sender and recipient of the message.

EDI message	In what circumstances	When	- EDI sender - EDI recipient
Consignment data sent forward in advance	When the goods are accepted for carriage	At the latest on train departure	 Contractual carrier / first carrier other carriers participating in the movement
Exit summary declaration	For consignments crossing the EU external frontiers except those with Switzerland and Norway	At least 2 hours before departure at the EU customs office of exit	Export declarant / carrier EU customs office of exit ² EU customs authorities
Entry summary declaration	For consignments crossing the EU external frontiers except those with Switzerland and Norway	At least 2 hours before arrival at customs office of entry	Carrier EU customs office of entry ³ EU customs authorities
Reconsignment	When the consignment is reconsigned	At the latest on train departure	 Carrier at the reconsignment point Successive carriers taking part in the movement
Transhipment / Regauging	When transhipping or regauging	At the latest on train departure	 Carrier at the transhipment / regauging point Successive carriers taking part in the movement

In the area in which the CIM applies, the first carrier is also, if possible, to agree with the consignor that the consignor will send the data from the invoice for the goods (see point 15.2 GLV CIM/SMGS) directly to the first carrier outside the customs territory of the European Community electronically in advance. If that is not possible, then within the area in which the CIM applies the first carrier is, if possible, to send this data himself directly to the first carrier outside the customs territory of the European Community electronically in advance after having agreed that procedure.

This appendix does not cover the exchange of data between carriers and customers and customs authorities (with the exception of exit and entry summary declarations).

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² Other than the carrier, the persons specified in Article 182 (d) para 3 of the Community Customs Code are entitled to present an exit summary declaration.

³ Other than the carrier, the persons specified in Article 36 (b) paras 3 & 4 of the Community Customs Code are entitled to present an entry summary declaration.

2 Content of the messages

Remarks

Some data items only concern the CIM contract of carriage or the SMGS contract of carriage (see the "Contract of carriage" column in the table in point 1 of Appendix 2 to the CIM/SMGS Consignment Note Manual).

M = mandatory information

C = conditional information – e.g. the documents attached by the consignor

if the consignor did in fact attach documents to the consignment note

O = optional information

If the CIM/SMGS wagon or container lists are to be used, the consignor and the carrier are to agree what data from the various boxes of the CIM/SMGS consignment note is to be repeated. Consignments from states which apply the CIM Uniform Rules: if such consignments pass over the customs territory of the European Community or the territory on which the common transit procedure is applied, and if wagons or containers under customs supervision are in the group of wagons or containers, consigned using a single CIM/SMGS consignment note, together with wagons or containers without customs significance, then the customs status of every wagon/container is to be given.

References to Regulation (EC) No 1875/2006 have been included for the benefit of carriers who lodge summary declarations with EU customs authorities in order to help them create the link with the appropriate data in the consignment note.

Box number	Data	Consignment note data4	Consignment data sent forward in advance ⁵	Exit summary declaration	Entry summary declaration	Re-consignment	Transhipment / regauging
1	Consignor	М	М	М	М		
2	Customer code for the consignor	0	С				
3	Customer code for the payer of pre-paid charges	0	С				
4	Consignee	М	М	М	М		
5	Customer code for the consignee	0	С				
6	Customer code for the payer of non prepaid charges	0	С				
7	Consignor's declarations	С	С	O6	O^6		
8	Consignor's reference/Contract no.	0	С				
9	Documents attached by the consignor	С	С				

⁴ The consignor is to send the "consignment note data" message in the agreed format to the contractual or first carrier.

⁵ If optional data is included in the "Consignment note data" message, it is to become conditional data in the "Consignment note data sent forward in advance" message.

⁶ Data element "Unique consignment reference number" in accordance with Regulation (EC) 1875/2006.

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Box number	Data	Consignment note data 7	Consignment data sent forward in advance 8	Exit summary declaration	Entry summary declaration	Re-consignment	Transhipment / regauging
10	Delivery point	М	М		M9		
11	Code for the delivery point	0	С				
12	Station code	М	М				
13	Commercial specification	С	С				
14	Number of customer agreement or tariff	С	С				
15	Remarks which do not commit the carrier	0	0				
16	Acceptance point	М	М			М	М
17	Code for the acceptance point	0	С				
18	Sectional invoicing ¹⁰	M/C	M/C				
19	Wagon No ¹¹	M/C	M/C				M/C
20	Description of the goods 12	M/C	M/C	M/C	M/C		
21	Exceptional consignment	С	С				
22	RID/SMGS Appendix 2	С	С	С	С		
23	NHM/GNG code	М	М	M/O	M/O		
24	Mass as given by the consignor	М	М	М	М		
26	Customs endorsements ¹³	0	С	С	С		

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⁷ The consignor is to send the "Consignment note data" message to the contractual or first carrier in the form agreed.

⁸ If optional data is included in the "Consignment note data" message, it is to become conditional data in the "Consignment note data sent forward in advance" message.

⁹ Data element "Place of unloading code" in accordance with Regulation (EC) 1875/2006.

 $^{^{10}}$ CIM = C; SMGS = M.

¹¹ All data is mandatory (M) with the exception of the "Load limit", the "Number of axles" and the "Tare" which are conditional (C) for the purposes of the CIM contract of carriage.

¹² All data is conditional (C) with the exception of the "Description of the goods" which is mandatory (M) and the "Number of packages in figures and words" which is mandatory (M) for the purposes of the SMGS contract of carriage.

Data element "Kind of packages" (in accordance with UNECE recommendation No 21) and "Equipment identification number if containerised" in accordance with Regulation (EC) 1875/2006.

Data elements "Number of items" (number of commodity codes declared) and "Goods item number" (serial number of the codes declared) do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

¹³ Data element "Seal number" in accordance with Regulation (EC) No 1875/2006.

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Box number	Data	Consignment note data 14	Consignment data sent forward in advance ¹⁵	Exit summary declaration	Entry summary declaration	Re-consignment	Transhipment / regauging
27	Declaration of value	С	С				
28	Place and date completed	М	М				
29	Reconsignment point	М	М				
30	Point and time of reconsignment					М	
37	CIM/SMGS consignment note	М	М				
38	Mass determined by the railway		С				
39	Examination		С				
48	Mass after transhipment						М
59	Prepayment coding		М				
60	Route		М	M16	M17		
61	Customs procedures		С				
64	Carrier's declarations ¹⁸		M/C	M/C	M/C		
65	Other carriers		С		М		
66	a) Contractual carrier b) Simplified transit procedure for rail		M C		М		

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¹⁴ The consignor is to send the "Consignment note data" message to the contractual or first carrier in the form agreed.

 $^{^{15}}$ If optional data is included in the "Consignment note data" message, it is to become conditional data in the "Consignment note data sent forward in advance" message.

¹⁶ Data elements "Customs office of exit" and "Countries of routing codes" in accordance with Regulation (EC) 1875/2006.

¹⁷ Data elements "Countries of routing codes" and "First place of arrival code" in accordance with Regulation (EC) 1875/2006.

¹⁸ All data is conditional (C) with the exception of the "Agreement number", which is mandatory (M).

Data elements "Location of goods" and "Date and time of arrival at first place of arrival in Customs territory" in accordance with Regulation (EC) 1875/2006 do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

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Box number	Data	Consignment note data ¹⁹	Consignment data sent forward in advance 20	Exit summary declaration	Entry summary declaration	Re-consignment	Transhipment / regauging
69	Consignment number		М	M21	M22	М	М
70	Date stamp of the forwarding station		М			М	М
113	Carriers' endorsements		С				
119	Stamp of the weighing station		С				

¹⁹ The consignor is to send the "Consignment note data" message to the contractual or first carrier in the form agreed.

²⁰ If optional data is included in the "Consignment note data" message, it is to become conditional data in the "Consignment note data sent forward in advance" message.

²¹ Data elements "Conveyance reference number", "Transport document number", "Customs office of exit" in accordance with Regulation (EC) 1875/2006.

Data elements "Person lodging the summary declaration", "Declaration date", "Signature/Authentication", "Other specific circumstance indicator" (coding for transport mode) in accordance with Regulation (EC) 1875/2006) do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

²² Data elements "Transport document number", "Conveyance reference number", and "Point of loading" in accordance with Regulation (EC) 1875/2006.

Data elements "Person lodging the summary declaration", "Declaration date " and "Other specific circumstance indicator" (coding for the transport mode) in accordance with Regulation (EC) 1875/2006 do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

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Appendix 2 (refers to point 2.3)

EDI liability

EDI messages only have legal effect when they arrive in the recipient's information processing system.

If a carrier disregards his EDI obligations, then he becomes liable to the other carriers for damages up to the amount of the carriage charge due to the carrier suffering the loss (alternatives include a percentage or a multiple of the carriage charge or a fixed sum).

Each individual carrier is to make his own arrangements for agreeing EDI liability provisions with customers.





Appendix 3 (refers to point 4.3)

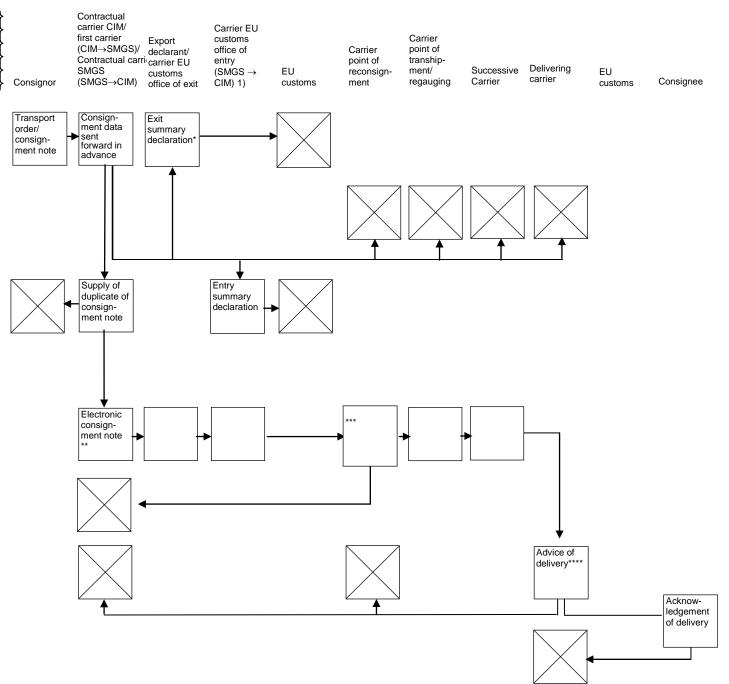
EDI messages

1 Transmission of the messages

1.1 <u>Preliminary remark</u>

Authorisations and agreements in accordance with point 14 GLV CIM/SMGS must be obtained before giving a transport order. This appendix does not cover the exchange of information for authorisations and agreements.

1.2 <u>Diagram</u>



- * The exit summary declaration message will be developed as part of the export procedure. In consequence, the carrier will become involved with the export procedure.
- ** The carrier who has custody of the goods has the right to amend the electronic consignment note. As necessary, the consignment note is to be updated by each carrier.
- The "Advice of delivery at the point of reconsignment" message will only be sent to the contractual carrier or first carrier CIM or the contractual carrier SMGS if that has been agreed with the carrier at the point of reconsignment.
- **** The "Advice of delivery" message will only be sent to the carrier at the point of reconsignment and/or the contractual carrier or first carrier CIM or the contractual carrier SMGS if that has been agreed with the last carrier.
- 1) Other than the carrier, the persons specified in Article 36 b) paras. 3 & 4 of the Community Customs Code are entitled to present an entry summary declaration.

1.3 <u>Table</u>

The general table below shows

- the EDI messages to be sent.
- the cases in which they must be sent,
- the time they are to be sent,
- the sender and recipient of the message.

This table will be supplemented by a table providing details of the special messages to and from customs authorities (table of customs messages).

General principle: EDI messages only have legal effect when they arrive in the recipient's information processing system.

General table

	EDI message	In what circumstances	When	- EDI sender - EDI recipient
1	Transport order/consignment note ²³	When a contract of carriage has been entered into	At the latest when the goods are handed over for carriage	ConsignorContractual carrier/First carrier
2	Consignment data sent forward in advance	When the goods are accepted for carriage	At the latest on train departure	 Contractual carrier/ first carrier other carriers participating in the movement
3	Exit summary declaration	For consignments crossing the EU external frontiers except those with Switzerland and Norway	At least 2 hours before departure at the EU customs office of exit	 Export declarant/carrier EU customs office of exit²⁴ EU customs authorities See table below
4	Entry summary declaration	For consignments crossing the EU external frontiers except those with Switzerland and Norway	At least 2 hours before arrival at the EU customs office of entry	 Carrier EU customs office of entry²⁵ EU customs authorities See table below

²³ For the purposes of the CIM contract of carriage, this message may be replaced by another technique.

²⁴ Other than the carrier, the persons specified in Article 182 (d) para. 3 of the Community Customs Code are entitled to present an exit summary declaration.

²⁵ Other than the carrier, the persons specified in Article 36 (b) paras. 3 & 4 of the Community Customs Code are entitled to present an entry summary declaration.

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	EDI message	In what circumstances	When	- EDI sender - EDI recipient
5	Supply of the duplicate of the consignment note	 After acceptance of the goods (CIM contract) After conclusion of the contract of carriage (SMGS contract) 	At the latest on train departure	Contractual carrier / First carrierConsignor
6	Electronic consignment note	To accompany the consignment; Is to be updated as necessary: - Examination - Handover between carriers - Reconsignment - Transhipment/regauging - Amendment of the contract of carriage - Circumstances preventing carriage - Completion of a formal report - Missing goods - Circumstances preventing delivery - Delivery - Claims - Amendment of the consignment note	At the latest before handover of the consignment to the next carrier	- Carrier - Carrier ²⁶
7	Advice of delivery	After arrival at the delivery point	Before handover of the goods to the consignee	 Delivering carrier Consignee carrier, reconsignment point²⁷ Contractual carrier / first carrier /²⁸
8	Acknowledgement of delivery ²⁹	After making the goods available to the consignee	At the latest on the working day following the day of delivery	ConsigneeDelivering carrier

In the area in which the CIM applies, the first carrier is also, if possible, to agree with the consignor that the consignor will send the data from the invoice for the goods (see point 15.2 GLV CIM/SMGS) directly to the first carrier outside the customs territory of the European Community electronically in advance. If that is not possible, then within the area in which the CIM applies, the first carrier is, if possible, to send this data himself directly to the first carrier outside the customs territory of the European Community electronically in advance after having agreed that procedure.

Information must be exchanged with the customer during the performance of the contract of carriage, for example, amendment of the contract of carriage, circumstances preventing carriage or delivery. To help improve the quality and recency of data, it should be sent electronically when appropriate.

²⁶ The "Advice of delivery at the point of reconsignment" message will only be sent to the contractual carrier or first carrier if that has been agreed with the carrier at the point of reconsignment.

²⁷ The "Advice of delivery" will only be sent to the carrier at the reconsignment point if that has been agreed with the last carrier.

²⁸ The "Advice of delivery" will only be sent to the contractual carrier / first carrier if that has been agreed with the last carrier.

²⁹ For the purposes of the CIM contract of carriage, this message may be replaced by another technique.

Table of customs messages

	Scenario	Messages needed	EDI sender*
1	Third countries (except EFTA) – EU – Third countries (except EFTA)	4 3	4): Carrier EU customs office of entry** 3): Carrier EU customs office of exit***
2	Third countries (EFTA) – EU – Third countries (except EFTA)	3	3): Carrier EU customs office of exit
3	Third countries (except EFTA) – EU	4	4): Carrier EU customs office of entry**
4	Non-Community goods EU – Third countries (except EFTA)	3	3): Carrier EU customs office of exit***
5	Community goods EU – Third countries (except EFTA) – EU	3 4	3): Carrier EU customs office of exit 4): Carrier EU customs office of entry
6	Community goods – EU exports – Third countries (except EFTA)	3	3): Export declarant

2 Content of the messages

Notes

Some data items only concern the CIM contract of carriage or the SMGS contract of carriage (see the "Contract of carriage" column in the table in point 1 of Appendix 2 to the CIM/SMGS Consignment Note Manual).

If optional data is included in a message, it is to become conditional data in subsequent messages.

M = mandatory information

C = conditional information – e.g. the documents attached by the consignor if the consignor did in fact attach documents to the consignment note

O = optional information

Given prior agreement between the consignor and the participating carriers, the data items marked with a * in the first column may be repeated for groups of wagons and containers. Consignments from states which apply the CIM Uniform Rules: if such consignments pass over the customs territory of the European Community or the territory on which the common transit procedure is applied, and if wagons or containers under customs supervision are in the group of wagons or containers, consigned using a single CIM/SMGS consignment note, together with wagons or containers without customs significance, then the customs status of every wagon/container is to be given.

References to Regulation (EC) No 1875/2006 have been included for the benefit of carriers who lodge summary declarations with EU customs authorities in order to help them create a link with the appropriate data in the consignment note.

^{*} These messages may also be sent by the contractual carrier.

^{**} An entry summary declaration is not required if an electronic transit declaration contains the entry summary declaration data.

^{***} An exit summary declaration is not required if an electronic transit declaration contains the exit summary declaration data provided that the customs office of destination is also the customs office of exit or that the customs office of destination is situated outside the customs territory of the EU.

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2.1 Consignor's data

Box number	Data	Transport order / consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
1	Consignor	М	М	М	М	М	М	М	
2	Customer code for the consignor	0	С			С	С	С	
3	Customer code for the payer of pre-paid charges	0	С			С	С	С	
4	Consignee	М	М	М	М	М	М	М	
5	Customer code for the consignee	0	С			С	С	С	
6	Customer code for the payer of non pre- paid charges	0	С			С	С	С	
7	Consignor's declarations	С	С	O30	O ²⁹	С	С	С	
8	Consignor's reference/Contract no.	0	С			С	С	С	
9*	Documents attached by the consignor	С	С			С	С	С	
10	Delivery point	М	М		M ³¹	М	М	М	
11	Code for the delivery point	0	С			С	С	С	
12	Station code	М	М			М	М	М	
13	Commercial specification	С	С			С	С	С	
14	Number of customer agreement or tariff	С	С			С	С	С	
15	Remarks which do not commit the carrier	0	С			С	С	С	
16	Acceptance point	М	М			М	М	М	
17	Code for the acceptance point	0	С			С	С	С	
18	Sectional invoicing 32	M/C	M/C			M/C	M/C	M/C	
19*	Wagon No ³³	M/C	M/C			M/C	M/C	M/C	

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³⁰ Data element "Unique consignment reference number" in accordance with Regulation (EC) 1875/2006.

³¹ Data element "Place of unloading code" in accordance with Regulation (EC) 1875/2006.

 $^{32 \}text{ CIM} = \text{C}; \text{ SMGS} = \text{M}.$

 $^{^{33}}$ All data is mandatory (M) with the exception of the "Load limit", the "Number of axles" and the "Tare" which are conditional (C) for the purposes of the CIM contract of carriage

Box number	Data	Transport order / consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
20(*)	Description of the goods ³⁴	M/C	M/C	M/C	M/C	M/C	M/C	M/C	
21	Exceptional consignment	С	С			С	С	С	
22	RID/SMGS Appendix 2	С	С	С	С	С	С	С	
23(*)	NHM/GNG code	М	М	M/O	M/O	М	М	М	
24*	Mass [weight] as given by the consignor	М	М	М	М	М	М	М	
27	Declaration of value	С	С			С	С	С	
28	Place and date completed	М	М			М	М	М	
29	Reconsignment point	М	М			М	М	М	

2.2 Carrier's data

Box number	Data	Transport order / consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
30	Point and time of reconsignment						М	М	
37	CIM/SMGS consignment note	М	М			М	М	М	М
38	Mass [weight] determined by the railway		С			С	С	С	
39	Examination		С			С	С	С	
40	Coding box 1					С	С		
41	Coding box 2						С		
42	Coding box 3						С		
43	Coding box 4						С		
44	Coding box 5						С	0	

³⁴All data is conditional (C) with the exception of the "Description of the goods" which is mandatory (M) and the "Number of packages in figures and words" which is mandatory (M) for the purposes of the SMGS contract of carriage.

Data element "Kind of packages" (in accordance with UNECE recommendation No 21) and "Equipment identification number if containerised" in accordance with Regulation (EC) 1875/2006.

Data elements "Number of items" (number of commodity codes declared) and "Goods item number" (serial number of the codes declared) do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

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Box number	Data	Transport order / consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
45	Coding box 6						С		
46	Coding box 7						С		
47	Coding box 8						С		
48*	Mass [weight] after transhipment						С	С	
49	Codes for the charging sections					М	М	М	
50	Route code					С	С	С	
51	NHM code					М	М	М	
52	Currency					С	С	С	
53	Charged mass [weight]					С	С	С	
54	Customer agreement or tariff applied					М	М	М	
55	Km/Zone					С	С	С	
56	Supplements, fees, deductions					С	С	С	
57	Unit charge					С	С	С	
58	Charges					С	С	С	
59	Prepayment coding		М			М	М		
60	Route		М	M35	M36	М	М		
61	Customs procedures		С			С	С	С	
62	CIM formal report No					С	С	С	
63	CIM extension of transit period					С	С	С	
64	Carrier's declarations ³⁷		M/C	M/C	M/C	M/C	M/C	M/C	
65	Other carriers		С		М	С	С	С	
66	a) Contractual carrier b) Simplified transit procedure for rail		M C		М	M C	M C	M C	
67	Date of arrival							М	
68	Made available							С	

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³⁵ Data elements "Customs office of exit" and "Countries of routing codes" in accordance with Regulation (EC) 1875/2006.

³⁶ Data elements "Countries of routing codes" and "First place of arrival code" in accordance with Regulation (EC) 1875/2006.

³⁷ All data is conditional (C) with the exception of the "Agreement number", which is mandatory (M).

Data elements "Location of goods" and "Date and time of arrival at first place of arrival in Customs territory" in accordance with Regulation (EC) 1875/2006 do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

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Box number	Data	Transport order/consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
69	Consignment number		М	M38	M39	М	М	М	С
70	Date stamp of the forwarding station		М			М	М	М	
71	Acknowledgement of receipt ⁴⁰								С

2.3 Customs information

Box number	Data	Transport order/consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
26*	Customs endorsements ⁴¹	0	С			С	С	С	

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³⁸ Data elements "Conveyance reference number", "Transport document number", "Customs office of exit" in accordance with Regulation (EC) 1875/2006.

Data elements "Person lodging the summary declaration", "Declaration date", "Signature/Authentication", "Other specific circumstance indicator " (coding for transport mode) in accordance with Regulation (EC) 1875/2006) do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

³⁹ Data elements "Transport document number", "Conveyance reference number", and "Point of loading" in accordance with Regulation (EC) 1875/2006.

Data elements "Person lodging the summary declaration", "Declaration date" and "Other specific circumstance indicator" (coding for the transport mode) in accordance with Regulation (EC) 1875/2006 do not form part of the consignment note data but must be provided by the system of the carrier who is to lodge the summary declaration.

 $^{^{40}}$ For the purposes of the CIM contract of carriage, the acknowledgement of receipt provided for in this message may be replaced by another technique.

⁴¹ Data element "Seal number" in accordance with Regulation (EC) No 1875/2006.

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2.4 <u>Back of sheets 1, 2, 3 and 6</u>

Box number	Data	Transport order/consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
73	Traffic					М	М	М	
74- 78	Charging sections					М	М	М	
80	Item No					М	М	М	
83	Chargeable mass					М	М	М	
84	Numerical coding box					М	М	М	
85	Numerical coding box					М	М	М	
86	Km					М	М	М	
87	Tariff					М	М	М	
88	Charges to be paid by the consignor					М	М	М	
89	Charges to be paid by the consignee					М	М	М	
90	Amount in					С	С	С	
91	Amount in					С	С	С	
92	Amount in						С	С	
93	Amount in						С	С	
94	Charges					С	С		
95	Charges					С	С		
96	Charges						С	С	
97	Charges						С	С	
98	Total amount					С	С		

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Box number	Data	Transport order/consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
99	Total amount					С	С		
100	Total amount						С	С	
101	Total amount						С	С	
102	Total					С	С		
103	Total					С	С		
104	Total						С	С	
105	Total						С	С	
106	Total					С	С		
107	Total					С	С		
107'	Total amount					С	С		
108	Total						С	С	
109	Total						С	С	
109'	Total amount						С	С	
110	Exchange rate					С	С	С	
111	Remarks concerning charging					С	С	С	
112	To be raised additionally from the consignor						С		
119	Stamp of the weighing station		С			С	С	С	

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Box number	Data	Transport order/consignment note	Advance consignment data	Summary export declaration	Summary import declaration	Duplicate of the consignment note	Electronic consignment note	Delivery message	Acknowledgement of receipt
113*	Railway endorsements		С			С	С	C	
115	SMGS extension of transit period					С	С	С	
116	Frontier station stamps						М	М	
117	Notification to the consignee of the arrival of the goods							М	
118	Delivery of the goods to the consignee							M42	M ⁴³
119	Stamp of the weighing station		С			С	С		

⁴² Only applies to the date stamp information.43 Only applies to the consignee's signature.





Appendix 4 (refers to point 4.8)

Recommendation for the contract for electronic interchange of CIM/SMGS consignment note data (EDI Contract Recommendation)

Preamble

This appendix contains recommendations in the form of boilerplate clauses and comments for drafting the contract for the electronic interchange of CIM/SMGS consignment note data for international freight traffic by rail (EDI Contract).

The recommendation is suitable for use both for the EDI contract between customers and carriers and for the contract between carriers themselves.

Boilerplate clauses	Comments
1. Scope	
1.1. Electronic documents and traffic flows	The parties to the EDI contract are to specify which electronic documents (electronic CIM/SMGS consignment note) and which traffic flow(s) are covered by the contract.
	The parties may expressly specify that the provisions of the EDI Contract Recommendation are to be applied to electronic accompanying documents additional to the electronic CIM/SMGS consignment note (e.g. CIM/SMGS container list, CIM/SMGS wagon list, CIM/SMGS formal report, etc.).
1.2. Parties to the EDI contract	The carrier is to conclude an EDI contract with the customer. In addition, he is to conclude an EDI contract with all the other carriers participating in the contract of carriage.
	Contractual carriers who conclude EDI contracts with customers must ensure that all the parties involved in processing the CIM/SMGS consignment note conclude an EDI contract. These EDI contracts do not necessarily have to have the same text but the key points must comply with common principles.

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Boilerplate clauses	Comments
2. Definitions	The parties may provide for further definitions.
For the purposes of this contract, the definitions below apply:	
2.1. CIM/SMGS consignment note	
Paper document or electronic record which records the contract of carriage in accordance with Article 6 CIM or Article 7 SMGS.	
2.2. Paper CIM/SMGS consignment note	
Paper document representing the CIM/SMGS consignment note.	
2.3. Electronic CIM/SMGS consignment note	
Electronic record of the data representing the CIM/SMGS consignment note.	
2.4. Printout of the electronic CIM/SMGS consignment note	
Printout of the data in the electronic CIM/SMGS consignment note record on paper.	
2.5. EDI	
Electronic Data Interchange means the electronic transfer of data between IT systems in the form of EDI messages.	
2.6. EDI message	
A set of segments, structured using an agreed standard, prepared in a computer readable form and capable of being automatically and unambiguously processed.	

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Boilerplate clauses	Comments
3. Objective of the EDI contract	
The EDI contract only defines the conditions in which an electronic CIM/SMGS consignment note is made out and used in a manner which is legally valid. It guarantees	The objective of the EDI contract is to define the conditions in which the use of an electronic CIM/SMGS consignment note has legal effect within the terms of the CIM Uniform Rules and the Agreement concerning International Freight Traffic by Rail (SMGS).
 that the electronic CIM/SMGS consignment note is equivalent to the paper CIM/SMGS consign- ment note in accordance with Article 6 § 9 CIM and Article 7 § 14 SMGS; 	
- the quality of the data;	
- the security of transmissions.	
The EDI contract is not intended to cover the rights and obligations arising from the contract of carriage.	
4. Equivalence of the electronic and paper versions of the CIM/SMGS consignment note ⁴⁴	
Electronic CIM/SMGS consignment notes which are used by the parties to the contract of carriage are to be regarded as equivalent to paper CIM/SMGS consignment notes in accordance with Article 6 § 9 CIM and Article 7 § 14 SMGS.	
The parties may not challenge the evidential value of the electronically transmitted CIM/SMGS consignment note data simply on the grounds that it is electronic.	No party may assert before a court or tribunal that the electronic data exchanged is not of itself adequate evidence of the contract of carriage. Nevertheless, a party may assert that the data is incomplete, inaccurate, insecure, etc.
5. Content of the electronic CIM/SMGS consignment note	Electronic CIM/SMGS consignment notes must include all the elements of the paper CIM/SMGS consignment notes, including the "signatures" of the consignor and the carrier who concluded the EDI contract.
5.1. Data	The list of data which is necessary is defined in Appendix 2 to the CIM/SMGS Consignment Note Manual.

 44 Article 6 \S 9 CIM and Article 7 \S 14 SMGS.

⁴⁵ In accordance with Article 6 § 3 CIM, the consignment note is to be signed by the consignor and the carrier. Within the CIM area, this signature may be replaced by a stamp, by an accounting machine entry or in any other appropriate manner.

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Boilerplate clauses	Comments
5.2. Electronic signatures	The "signature" ⁴⁶ of the consignor and the carrier must allow
	the parties to the contract to be identified;
	the consent of the parties to the contract of carriage and of their agreement to the content of that contract to be confirmed.
	An electronic signature is to fulfil the same functions as a hand written signature.
	Data authenticated by the electronic signatures is then to be transmitted to other persons involved in processing the CIM/SMGS consignment note with the objective of ensuring that those persons may always be able to distinguish clearly between data authenticated by the parties to the contract and that which was amended subsequently.
	The type of electronic signature and the level of security for the electronic signature are to be defined by the national law applicable.
6. Completion of the CIM/SMGS consignment note	
6.1. Obligation to check the completeness and accuracy of the data	Parties to the contract of carriage who inputs data into the IT system are to undertake to check carefully that the electronic CIM/SMGS consignment notes actually contain all the data required in accordance with point 5 of the EDI Contract Recommendation and that this data is accurate.
6.2. Integrity of the data	
The procedure used for completing the electronic CIM/SMGS consignment note is to ensure the data it contains remains unchanged once it has been input by the parties	The data contained in the electronic CIM/SMGS consignment note record must remain unaltered except for those cases provided for in the EDI Contract Recommendation. The original data must remain (legible) in the system so that it can at least be seen after its amendment and/or deletion inspected at a later juncture.

⁴⁶ Under Article 6 § 3 CIM, the consignment note is to be signed by the consignor and the carrier. Within the CIM area, this signature may be replaced by a stamp, by an accounting machine entry or in any other appropriate manner.

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Boilerplate clauses	Comments
7. Transmission of the electronic CIM/SMGS consignment note	
7.1. Format of the EDI messages	The requirements for the EDI messages (transmission, content, timing, etc.) are shown in Appendix 3
	The parties to the EDI contract are to agree the standards and format for EDI messages and the codes for the data elements to be used.
7.2 Sending and receipt of messages	The procedure used for transmitting data transmission must make it possible to check if and when data was sent or received by the persons participating in processing CIM/SMGS consignment notes.
7.3. Security of transmission	The methods used for transmitting electronic CIM/SMGS consignment note data must be secure. The parties are to take precautions to protect electronic consignment note data from unauthorised access. Rights of access to the data are shown in Appendix 5.
7.4. Amendment of data	The parties may provide for an obligation to make checks and an obligation to update the processes used to protect the data from unauthorised access, unauthorised amendment, unauthorised deletion, etc.
	The Data in the CIM/SMGS consignment note may only be amended by those persons who are authorised in accordance with Appendix 5 (Rights of access to data). Contractual carrier/the forwarding railway and/or the carrier at the reconsignment point are to be notified of the amendments made in so far as that has been agreed by the parties.
	Any additions and amendments must be apparent and identifiable. The IT systems must ensure that any amendments made as well as their source and time can be identified, at least subsequently. IT systems must create an audit trail for all additions and alterations made to the electronic consignment note and save old data in accordance with point 9 of the EDI Contract Recommendation. Fraudulent changes are not permitted.
8. Printouts	Printouts have a legal value if they reflect the data in the electronic CIM/SMGS consignment note faithfully and completely. The provisions applying to printouts are shown in point 4.4 of the Specifications for the Electronic CIM/SMGS Consignment Note.

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law (amongst others) are to be taken into account when considering archiving electronic CIM/SMGS consignment notes. 10. Confidentiality All those participants involved in processing electronic consignment notes are subject to the general rules of confidentiality. 11. Organisational requirements 11.1. Operational environment The parties are to undertake to create and maintain the operational environment for the use of the electronic CIM/SMGS consignment notes in accordance with the EDI contract. 11.2. Costs The parties are to specify how they bear the costs associate with the creation of this operational environment. 11.3. Fall-back measures for system The parties are also to agree the organisational procedures required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. 12. Liability 12.1 General provisions The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	Boilerplate clauses	Comments
consignment notes are subject to the general rules of confidentiality. 11. Organisational requirements 11.1. Operational environment The parties are to undertake to create and maintain the operational environment for the use of the electronic CIM/SMGS consignment notes in accordance with the EDI contract. 11.2. Costs The parties are to specify how they bear the costs associate with the creation of this operational environment. 11.3. Fall-back measures for system failures The parties are also to agree the organisational procedures required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. 12. Liability 12.1 General provisions The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	9. Archiving of data	considering archiving electronic CIM/SMGS consignment
The parties are to undertake to create and maintain the operational environment for the use of the electronic CIM/SMGS consignment notes in accordance with the EDI contract. The parties are to specify how they bear the costs associate with the creation of this operational environment. The parties are also to agree the organisational procedures required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	10. Confidentiality	consignment notes are subject to the general rules of
operational environment for the use of the electronic CIM/SMGS consignment notes in accordance with the EDI contract. 11.2. Costs The parties are to specify how they bear the costs associated with the creation of this operational environment. The parties are also to agree the organisational procedures required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. 12. Liability 12.1 General provisions The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage result from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	11. Organisational requirements	
### The parties are also to agree the organisational procedures required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. 12. Liability 12.1 General provisions The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	11.1. Operational environment	operational environment for the use of the electronic CIM/SMGS consignment notes in accordance with the EDI
required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which paper documents have to accompany the consignment. 12. Liability 12.1 General provisions The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	11.2. Costs	The parties are to specify how they bear the costs associated with the creation of this operational environment.
The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct Option A: A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.		required for the use of electronic CIM/SMGS consignment notes (for example: mutual notification of system problems and system errors). This remark is also to apply to fall-back procedures to cover IT-system failures and cases in which
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A party is to be liable for loss or damage caused to another party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.	12.1 General provisions	The parties are to agree on a liability regime for the electronic exchange of CIM/SMGS consignment note data. The regime chosen must guarantee that the data is complete and correct.
party by disregard or defective performance of obligations arising from the EDI contract except where he was not at fault. This liability is limited to []. This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.		Option A:
from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result. The provisions of the CIM and SMGS are to take precedence.		party by disregard or defective performance of obligations arising from the EDI contract except where he was not at
		This limit is not to apply if it is proven that the damage results from an act or omission of the carrier either with the intent to cause such damage or recklessly in the knowledge that such damage would probably result.
SMGS.		The provisions of the CIM and SMGS are to take precedence in the case of liability falling within the scope of the CIM and SMGS.

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Boilerplate clauses	Comments
	Option B:
	The liabilities of the parties to the EDI contract are to be determined by the national law applicable to this contract.
	The provisions of the CIM or SMGS shall take precedence for issues which fall within the scope of the CIM and SMGS.
12.2 Persons for whose actions the parties are liable	The parties are to be liable for the actions of persons on whose services they make use of for the performance of the contract.
13. Applicable law	The law applicable to the EDI contract is to be that agreed by the parties.
14. Forum	Courts and tribunals are to be those agreed by the parties.
15. Duration, amendment and termination of the EDI contract	The rules for the duration and amendment of the EDI contract and the severability of its provisions are to be those agreed between the parties.

2016-01-01 e-FB_CIM-SMGS Appendix 5





Appendix 5 (refers to point 4.5)

Rights of access to data on the electronic CIM/SMGS consignment note

1. Principles

- Access to consignment note data is only allowed to participants who have concluded an EDI contract and who are also parties to the contract of carriage in question. Exception: a right to read data from a contract of carriage to which they are not party is also allowed to carriers so that they can pass that data on to the next carrier or, if necessary, produce a printout of the electronic CIM/SMGS consignment note,
- By "consignor" in the "access to data" column of the table below, the consignor entered in box 1 of the consignment note is meant and likewise by "consignee" the consignee in box 4 is meant.
- Competent administrative authorities acting within the scope of their powers have a right of access.
- Three types of access are provided for: read, write (also includes the right to read) and amend (also includes the right to read and write). Access to read is provided by means of an interface or by means of messages exchanged between the parties, in accordance with the agreement they have entered into. The carrier's right to write and amend the data is limited to the carrier who has custody of the goods.
- If the consignor changes the consignee, the original consignee is to lose his right of access. If the original consignee nominates another consignee, the consignor is not to be allowed access to the amended data.
- No access rights are to be granted to a substitute carrier within the CIM area because he is not a party to the contract of carriage. Data access rights for substitute carriers are to be agreed individually between the carrier and the substitute carrier, depending on the operations which the substitute carrier is to carry out.

Notes:

- Status: M = mandatory information

C = conditional information (mandatory if the condition is satisfied)

O = optional information

- Contracts of carriage: CIM/SMGS = data applies to both the CIM and the SMGS contract of carriage

CIM = data applies only to the CIM contract of carriage SMGS = data applies only to the SMGS contract of carriage 2016-01-01 e-FB_CIM-SMGS Appendix 5

Box		Contract	Description of box and information	Access to data		
No	tus	of				
		carriage		Read	Write	Amend

1.1 <u>Front</u>

1	M	CIM/ SMGS CIM	Consignor: Name, postal address (including country code in accordance with ISO 3166), signature and if possible the telephone or fax number (with international prefix) or e-mail address of the consignor. See point 10 of the GLV-CIM/SMGS. Except where specially agreed between the consignor and the carrier, the signature is to be replaced by the consignment number shown in box 69 (see Article 6 § 3 CIM).	- Consignee - CIM and SMGS carrier	- Consignor	
2	0	CIM/ SMGS	Customer code for the consignor. If the customer code is missing, it should be entered in accordance with the carrier's instructions.	- Consignee	- Consignor	- CIM and SMGS carrier (Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor.)
3	0	CIM	Customer code for the payer of pre-paid charges if not the consignor. If the customer code is missing, it may be entered by the carrier if it can be inferred from information entered in boxes 13 or 14. The code may be entered by the contractual carrier in accordance with the national legislation in the country of forwarding.	- Consignee	- Consignor	- CIM and SMGS carrier (Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor.)
4	М	CIM/ SMGS	Consignee: Name, postal address (including country code in accordance with ISO 3166) and if possible the telephone or fax number or e-mail address of the consignee. See point 10 of the GLV-CIM/SMGS.	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)

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Box No	Sta- tus	Contract of	Description of box and information	Access to data		
	luo	carriage		Read	Write	Amend
					•	

5	0	CIM/ SMGS	Customer code for the consignee. If the customer code is missing, it should be entered in accordance with the carrier's instructions on arrival.	- Consignee	- Consignor	- CIM and SMGS carrier
						(Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)
6	0	CIM	Customer code for the payer of non-pre-paid charges if not the consignee. If the customer code is missing, it may be entered by the carrier if it can be inferred from information entered in boxes 13 or 14.	- Consignee	- Consignor	- CIM and SMGS carrier
		SMGS	The code may be entered by the carrier delivering the goods in accordance with national legislation in the destination country.			(Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)
7			Consignor's declarations committing the carrier. If codes 1, 2, 6, 7, 8 and 24 are used, enter the code and its meaning. For other codes, just enter the code and the additional information which is necessary.	- CIM consignee (Codes 1-16)	- Consignor	- CIM and SMGS carrier
			Code Meaning	- SMGS consignee		(Amendment only in the
	С	CIM	1 Consignee not authorised to take control of the goods.	(Codes 3-5,10,		case of subsequent
	С	CIM	2 Authorised consignee (within the meaning of customs law).	18-23)		orders or on the
	С	CIM/ SMGS	3 Escort(s) (family and first name(s)).			instruction of the
	С	CIM/ SMGS	Filled mass [weight] in kg [for gas tank wagons refilled without having been cleaned - see paragraph 5.4.1.2.2 (c) RID /5.4.1.2.2 c) Appendix 2 SMGS].			consignor or consignee.)

			Description of box and information		Access to data	
	tus	of carriage		Read	Write	Amend
	С	CIM/	5 Emergency telephone number for irregularities or accidents with dangerous goods.			
ow)		SMGS				
	С	CIM	6 Not to be passed to a substitute carrier.			
	С	CIM	7 Loading by the carrier.			
	С	CIM	8 Unloading by the carrier.			
	С	CIM	9 Agreed transit period:			
	С	CIM/	10 Completion of administrative formalities (see Art. 15 § 1 CIM / Art. 22 SMGS):			
	С	SMGS	[Details of the documents which will be made available to the carrier by a prec			
			specified official body or a contractually agreed body and of the location at which the			
			will be available to the carrier - see Article 15 § 1 CIM and Article 11 § 1 paragra			
			SMGS. The documents are to be described in code and in plain text on the p			
			consignment note, only in code on the electronic consignment note. Addit			
			information may be entered in a free text area for each code. The UN/EDIFACT 100	1 list		
			of codes (<u>www.unece.org</u>) is to be used to code accompanying documents]			
			[further remarks – see Article 15 § 4 CIM and Article 11 § 1 paragraph 4 SMGS].			
	С	CIM	11 Exceptional consignment::			
			(reference number for each of the carriers/infrastructure managers involved).			
			See point 14 GLV-CIM/SMGS			
	С	CIM	16 Other declarations: (designation of a representative, designation of a subcontraction)	cting		
			carrier, request for attention to be given to the consignment en-route, etc.).			
	M	SMGS	Method of determining mass: (wagon weighbridge, decimal scales, according to			
			default dimensions, according to label, according to allowance, according to counter	r).		
	M	SMGS	18 Loading by (consignor or carrier).			
	С	SMGS	19 Carriage agreed (carrier's abbreviations and agreement numbers from all the			
			participating carriers, and number and date of agreement) agreement number for the	e		
			carriage (see point 14.2.1 GLV-CIM/SMGS).			
	С	SMGS	20 Carriage agreed (carrier's abbreviations and agreement numbers from all the			
			participating carriers, and number and date of agreement) agreement number for the	e		
			carriage - see point 14.2.2 GLV-CIM/SMGS).			
	С	SMGS	21 Carriage agreed (carrier's abbreviations and agreement numbers from all the			
			participating carriers, and number and date of agreement) agreement number for the	e		
			carriage - see point 14.2.3 GLV-CIM/SMGS).			
	С	SMGS	Payer of charges [SMGS carrier's abbreviation (see point 3 of this appendix) for			
			whom the freight charges will be paid by one payer of charges. Name and code of the	he		
			payer of charges (see points 11.1 and 11.2 GLV-CIM/SMGS)].			
	С	SMGS	Other declarations Enter exact journey route on diversion for carriage of goods the	nat		
			exceed loading gauge;			
			 Instructions for handling of goods in the event of obstacles to carriage and delivery 	/;		

Box	Sta-		Description of box and information		Access to da	ta
No	tus	of carriage		Read	Write	Amend
			 Protective measures and temperature range for the carriage of perishable goods; Description of damage to wagon provided by the consignor and the UTI¹ determined when handing over the goods for carriage; Enter the remark "Carriage without protection of fragile parts" or "Key to vehicle no" for carriage of lorries and tractors; To enter the method of carriage agreed with the carrier (including the method for carriage of empty wagons) when the goods are carried on railways with varying gauges, enter the following remarks: "Transhipment of goods into wagon of a different gauge", "Bogies changed to different gauge" (if a contract for bogie changeover has been concluded, enter the contract number and date contract was concluded), or "Use of gauge changeover wheelsets"; Consignor's declaration concerning repairs carried out by him; When carrying refrigerated goods, give their humidity in percent and provide information about precautionary measures taken ("Goods are refrigerated", "chalk (%) applied", "processed with oil (%)", "layers of sawdust applied" etc.); Empowerment of escort. 			
	С	CIM	Dangerous goods packed in limited quantities the total gross mass of which exceeds eight tonnes per wagon or UTI.			
8	0	CIM/ SMGS	 Consignor's reference/Contract No: CIM → SMGS traffic: Indicate the consignor's reference. The importer's contract number in accordance with the SMGS contract of carriage is to be entered in box 15. SMGS → CIM traffic: Indicate the exporter's contract number. 	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)
9	С	CIM/ SMGS	Documents attached by the consignor: Listing of all the accompanying documents needed for carriage which are attached to the consignment note. If multiple copies of the accompanying documents are attached, the number of copies is to be given. Details of supplementary sheets. When the consignor uses dangerous goods form in accordance with section 5.4.5 RID or Appendix 2 SMGS, it is to be treated as a supplementary sheet. The documents are to be described in code and in plain text on the paper consignment note, only in code on the electronic consignment note. Additional information may be entered in a free text area for each code. The UN/DIFACT 1001 list of codes (www.unece.org) is to be used to code accompanying documents.	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or when documents attached are removed in transit.)
	С	SMGS	If the accompanying documents named in the consignment note have to be seized during transport, the abbreviation of the railway on which these accompanying documents were seized must be given following the description of these documents. The following note is to be made: "for (abbreviation of railway on which these accompanying documents were seized)".			

¹ Russian abbreviation – ITE.

Box No	Sta- tus	Contract	Description of box and information	Access to data			
		carriage		Read	Write	Amend	
10	М	CIM/ SMGS	 Delivery point: CIM → SMGS traffic: details of the destination station and destination railway (abbreviation – see point 3 of Appendix 2 to the GLV-CIM/SMGS). SMGS → CIM traffic: details of the delivery point, destination station in accordance with DIUM and country in accordance with point 4 of Appendix 2 to the GLV CIM/SMGS. 	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)	
11	0	CIM	Code for the delivery point: If the code is missing, it may be entered by the carrier.	- Consignee	- Consignor	- CIM and SMGS carrier (Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)	
12	М	CIM/ SMGS	Station code. International code for the station serving the delivery point for the goods (CIM), or international code of the destination station (SMGS). Two characters for the country code/ national railway code plus six characters for the station code. If the code is missing, it must be entered by the carrier (see point 4 GLV-CIM/SMGS).	- Consignee	- Consignor	- CIM and SMGS carrier (Addition of code. Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)	
13	ccccc	CIM CIM CIM CIM/ SMGS	Commercial specification Code Meaning 1 Route 2 Traffic flow 3 Carriers mandated to perform the carriage, section, status 4 Defined frontier stations (for exceptional consignments). 5 Other conditions requested (for example, the number(s) of further customer agreements or tariffs in the CIM area. Note that the number of the customer agreement or tariff that applies to the section performed by the carrier who first takes charge of the goods is shown in box 14). 6 Frontier exit stations: (their codes, railway abbreviation for country of forwarding, railway abbreviation for transit countries involved in the journey route agreed with the contractual carrier). If the consignment is partially carried by ferry, enter the description of ports and port railway stations where the goods are transhipped (rail/ship, ship/rail). If the consignment can be carried from the frontier exit station via different frontier entry stations of the neighbouring country, give also the description of the frontier entry station through which the consignment is carried.	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)	

Box No	Sta- tus	Contract of	· ·		Access to data			
		carriage		Read	Write	Amend		
14	С	CIM	Number of customer agreement or tariff: Number of the customer agreement or tariff which applies to the section performed by the carrier who first takes charge of the goods, preceded by the identifier code 1 for customer agreements and 2 for tariffs.	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)		
15	0	CIM/ SMGS	Remarks which do not commit the carrier: Information from the consignor to the consignee relating to the consignment. This information is not to commit the carrier. For CIM → SMGS traffic, the importer's contract number (for the delivery) may be entered.	- Consignee - CIM and SMGS carrier	- Consignor			
16	M	CIM	Point (including station code in accordance with DIUM and country code in accordance with point 4 of Appendix 2 to the GLV CIM/SMGS), date and time (month, day and hour) at which the goods were accepted for carriage. The station and country may be given in plain text on paper consignment notes. Note: When details of the actual acceptance differ from those given by the consignor, the carrier who has accepted the traffic is to note the discrepancy in box 64 (carrier's declarations). - Forwarding station and railway abbreviation (see point 3 of Appendix 2 to the GLV-CIM/SMGS). Code of forwarding station.	- Consignee - CIM and SMGS carrier	- Consignor			
17	0	CIM	Code for the acceptance point: The carrier is to provide the consignor with the code in the customer agreement. If the code is missing, it may be entered by the carrier.	- Consignee	- Consignor - CIM and SMGS carrier			
18	М	SMGS	Sectional invoicing: a) SMGS: Abbreviation for the successive carriers in the order of carriage, details of the names and codes of the payers of the charges.	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of subsequent		
	С	CIM	b) CIM: If part of all of the journey is to be invoiced separately by a carrier other than the forwarding or destination carrier, enter the code for the carrier in accordance with the list of carrier codes (www.cit-rail.org) or the country code in accordance with point 4 of Appendix 2 to the GLV CIM/SMGS in the left-hand column to indicate the section to be invoiced; enter the code for the carrier who is to invoice the amount in question in the right-hand column.			orders or on the instruction of the consignor or consignee.)		
19	M M	CIM/ SMGS SMGS	 Wagon No: Wagons with a 12 digit wagon number: enter wagon number. The wagon type can be inferred from the wagon number. Other wagons: Enter the category, the number of the wagon owner and abbreviation of home railway. A mark is to be made indicating who supplied the wagon: "B" – if the wagon was supplied by the carrier; "A" – if the wagon was supplied by the consignor. A wagon actually supplied by the consignee is considered equivalent to a wagon supplied by the consignor. 	- Consignee	- Consignor	- CIM and SMGS carrier (Amendment only in the case of an error or transhipment.)		

Box No	Sta- tus	Contract	Description of box and information	Access to data			
NO	เนธ	carriage		Read	Write	Amend	
	М	SMGS	- Enter the load limit, the number of axles and the tare.				
	С	CIM					
	С	CIM/	Notes:				
		SMGS	- When transhipping, the original data is to be crossed out and the data for the new wagon(s)				
			entered.				
			- The endorsement "See attached list" is to be entered in this box when consignments are in trainloads or groups of wagons.				
20			Description of the goods:	- Consignee	- Consignor	- CIM and SMGS carrier	
	С	SMGS	- Signs and marks shown on the individual packages.	, and the second			
	С	CIM/	- Alphabetic code for the nature of the packaging of the goods in accordance with UNECE			(With the agreement of	
		SMGS	recommendation No 21 (www.unece.org), tally number and painted numbers of UTI together			the consignor)	
			with their types and length. On paper consignment notes the nature of the packaging may be given in plain text.				
	М	CIM/	- Description of the goods, for dangerous goods the information required by section 5.4.1 of the				
	101	SMGS	RID / Appendix 2 to the SMGS.				
	С	CIM	- "Harmonised System" code number for the goods (www.wcoomd.org) when required by				
			customs law (for example for sensitive goods).				
	С	SMGS	- Enter the remark "perishable". If the goods are transported in covered ventilated wagons,				
			enter the remark "ventilated" as well.				
			See also point 14.2.2 GLV-CIM/SMGS.				
	С	SMGS	- Identification number of lorry.				
	М	SMGS	- Number of packages in figures.				
	С	CIM/	- Tally number and description of seals attached to the wagon or UTI by the consignor or				
		SMGS	carrier.				
	С	SMGS	- If seals are used – number, description and checkmarks of seals, abbreviation of forwarding				
	С	SMGS	railway. - Number and description of seals attached to lorry by consignor or carrier; if seals are used –				
		SIVIGS	description and checkmarks of seals, abbreviation of forwarding railway.				
	С	CIM	- Affixing a label or stamping with a pictogram for consignments moving under customs				
		O	supervision.				
	С	CIM	- Movement Reference Number (MRN) required by customs law for wagons and UTI,				
			supplemented by				
			. "E MRN" if an export declaration has been lodged *)				
			. "T MRN" if a transit declaration has been lodged *)				
			"TS MRN" if a transit declaration with security data has been lodged *)				
			. "EXS MRN" if the exit summary declaration has been made separately by the consignor.				
			"ENS MRN" if the entry summary declaration has been made separately by the consignor.				
		0114	*) The accompanying document has to be mentioned in box 9.				
	С	CIM	- Administrative Reference Code (ARC) required by excise law for wagons and UTI,				
			supplemented by . "ARC" *)				
			*) The accompanying document has to be mentioned in box 9.				
	1	l) The accompanying document has to be mentioned in box 9.	l	I	I	

Box No	Sta- tus	Contract of	Description of box and information		Access to d	lata
		carriage		Read	Write	Amend
	С	CIM	- The remark "EXPORT" if the export formalities for the wagon and UTI have been completed at the customs office of exit of the place where the goods are accepted for carriage in accordance with Article 793 para. 2 (b) Implementing Provisions for the Customs Code.			
	С	SMGS	- Consignment which is out of gauge on railways (abbreviations for the railways in accordance with point 3 of Appendix 2 to the GLV-CIM/SMGS).			
	С	SMGS	- Remarks on technical securing and loading conditions for goods not exceeding the loading gauge that are loaded on open wagons of 1520 mm gauge (except low-loader wagons): "Point of Chapter TU", "NTU No. ", "MTU No. " or "Draft No. ". In CIM -> SMGS traffic this is entered by the carrier performing the transhipment/gauge change. In the reverse direction this information will be entered by the consignor or forwarding station, depending on who undertakes the loading.			
21	O	CIM	Exceptional consignment: Insert a cross when the provisions for the international carriage of exceptional consignments within the area in which the CIM applies require that.	- CIM consignee - SMGS carrier	- Consignor	- CIM carrier (With the agreement of the consignor)
22	O	CIM/ SMGS	RID/SMGS Appendix 2: Insert a cross when the goods are subject to the RID or Appendix 2 SMGS.	- Consignee	- Consignor	- CIM and SMGS carried (With the agreement of the consignor)
23	М	CIM/ SMGS	NHM/GNG code 6 digit NHM code (<u>www.uic.org</u>).	- Consignee	- Consignor	- CIM and SMGS carried (Amendment in the case of examination)
24	М	CIM/ SMGS	Mass [weight] as given by the consignor: Indicate - the gross mass of the goods (including packaging) separately by NHM/GNG code - the tare of UTI and containers - the total mass of the consignment	- Consignee - SMGS carrier	- Consignor	- CIM carrier (CIM: Amendment in the case of
25	С	SMGS	- the mass of the lorry. Not to be completed			examination)
26	0	CIM/ SMGS	Customs endorsements: Box reserved for endorsements by customs authorities or a consignor authorised by customs.	- Consignee - CIM and SMGS carrier		- Customs authorities - Authorised consignor
27	С	SMGS	Declaration of value: Declaration of the value of the goods in accordance with Article 17 SMGS "Declaration of value of goods".	SMGS consigneeCIM carrierSMGS carrier	- Consignor	
28	М	CIM	Place and date completed: Place and date (year, month, day) at which the consignment note was made out.	- Consignee - SMGS carrier	- Consignor	- CIM carrier (With the agreement of the consignor)

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Rox Sta- Contract Description of box and information Access to data

Box	Sta-		act Description of box and information	Access to data			
Ю	tus	of carriage		Read	Write	Amend	
)	М	CIM/ SMGS	Reconsignment point : Indicate reconsignment point in accordance with <i>Appendix 3 GLV-CIM/SMGS</i> .	- Consignee	- Consignor	- CIM and SMGS carrier	
			This reconsignment point is simultaneously - For CIM → SMGS traffic: CIM delivery point and SMGS forwarding station, - For SMGS → CIM traffic: SMGS destination station and CIM acceptance point.			(Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)	
	M	CIM/ SMGS	Point and time of reconsignment: Indicate the actual reconsignment point and the time of acceptance of the goods and the CIM/SMGS consignment note by the following carrier at the reconsignment point. (date stamp).	- Consignee	- CIM carrier - SMGS carrier		
	M	CIM/ SMGS	CIM/SMGS Consignment Note: Description of the document and reference clause. On the right hand side of this box: Number and description of consignment note sheet. This information is pre-printed on the paper consignment note and stored in the electronic consignment note record.	- Consignor - CIM/SMGS consignee - CIM and SMGS carrier			
1	С	SMGS	Mass determined by the railway: Indicate the mass of the goods as determined by the railway if mass is determined by the SMGS forwarding railway. Method of determining mass: (wagon weighbridge, decimal scales, according to default dimensions, according to label, according to allowance, according to counter).	- CIM consignee - CIM carrier - SMGS consignor - SMGS consignee	- SMGS carrier		
	С	CIM	Examination : Indicate the results of the examination and the identity of the carrier carrying it out in accordance with the list of carrier codes (www.cit-rail.org) (see CIM Article 11 §§ 2 and 3).	- CIM consignor - CIM consignee - SMGS carrier		- CIM carrier	
	0	CIM/ SMGS	Coding box 1: 6 character box to be used by the forwarding carrier. If necessary, a train number may be entered (only applies to the CIM contract of carriage).			- CIM and SMGS carrier (Coding by the forwarding carrier)	
	0	CIM/ SMGS	Coding box 2: 4 character box to be used by the forwarding carrier.			- CIM and SMGS carrier (Coding by the forwarding carrier)	

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Box No	Sta- tus	Contract of	Description of box and information		Access to data	a
		carriage		Read	Write	Amend
42	0	CIM/ SMGS	Coding box 3: 4 character box to be used by the forwarding carrier.			- CIM and SMGS carrier
						(Coding by the forwarding carrier)
43	0	CIM/ SMGS	Coding box 4: 4 character box to be used by the forwarding carrier.			- CIM and SMGS carrier
						(Coding by the forwarding carrier)
44	0	CIM/ SMGS	Coding box 5 : 6 character box to be used by the destination carrier. If necessary, a train number may be entered (only applies to the CIM contract of carriage).			- CIM and SMGS carrier
						(Coding by the destination carrier)
45	0	CIM/ SMGS	Coding box 6: 4 character box to be used by the delivering carrier.			- CIM and SMGS carrier
						(Coding by the destination carrier)
46	0	CIM/ SMGS	Coding box 7: 4 character box to be used by the destination carrier.			- CIM and SMGS carrier
						(Coding by the destination carrier)
47	0	CIM/ SMGS	Coding box 8: 4 character box to be used by the destination carrier.			- CIM and SMGS carrier
						(Coding by the destination carrier)
48	С	CIM/ SMGS	Mass after transhipment: After transhipment, the mass of the goods as determined after transhipment is to be entered by the carrier that has carried out the transhipment. Where transhipment is from one into several wagons, the mass for each wagon is to be given separately. The number of packages loaded into each wagon after transhipment is to be entered.	- Consignee	- CIM and SMGS carrier (Input by the	
			coparatory. The harmost of packages loaded into each wagon after transmipment is to be entered.		carrier on transhipment)	

Box	Sta-	Contract	Description of box and information		Access to data			
No	tus	of						
		carriage		Read	Write	Amend		

CIM charging sections

- a) Charging sections A and B only apply to the CIM contract of carriage. They all have the same format. In order to avoid any ambiguity, in any correspondence, the boxes in the sections must be qualified by the number of the section in question (for example A. 57).
- b) Where a customer agreement providing for centralised charging is applied, only one charging section is to be used for the whole of the journey covered by the agreement no matter whether the charges set out in the agreement are expressed as sectional or inclusive charges.
- c) Every carrier who enters charges to account is to use a distinct charging section. If there are insufficient charging sections, supplementary sheets must be used (only applicable to paper consignment notes).

49	М	CIM	Codes for the charging sections: International codes for the country in accordance with point 4 of Appendix 2 to the GLV CIM/SMGS and station in accordance with DIUM or point at the	- CIM consignor - CIM consignee	- CIM carrier
			beginning and end of the charging section or location at which just charges accrue.	Chivi condignee	
50	С	CIM	Route code when the customer agreement or the tariff applied provides for it.	- CIM consignor	- CIM carrier
				- CIM consignee	
51	М	CIM	NHM code: NHM code (www.uic.org), determining the charges (need not necessarily correspond	- CIM consignor	- CIM carrier
			to that entered in box 23).	- CIM consignee	
52	С	CIM	Currency: Code for the applicable tariff currency. See point 2 of Appendix 2 to the GLV-	- CIM consignor	- CIM carrier
			CIM/SMGS.	- CIM consignee	
53	53 O	CIM	Charged mass [weight], separately by tariff and NHM code.	- CIM consignor	- CIM carrier
			As appropriate the area in m ² or the volume of the wagon or goods in m ³ if used as the basis for	- CIM consignee	
			charging.		
54	M	CIM	Customer agreement or tariff applied	- CIM consignor	- CIM carrier
				- CIM consignee	
55	0	CIM	Km/Zone: Tariff distance, expressed in km or zones, between the stations or points	- CIM consignor	- CIM carrier
			corresponding to the beginning and end of the charging section.	- CIM consignee	
56	0	CIM	Supplements, fees, deductions	- CIM consignor	- CIM carrier
				- CIM consignee	
57	0	CIM	Unit charge, including any supplements and deductions separately by NHM code.	- CIM consignor	- CIM carrier
				- CIM consignee	
58	С	CIM	Charges: Description of the charges in accordance with Appendix 3 of the GLV-CIM with the	- CIM consignor	- CIM carrier
			individual amounts.	- CIM consignee	
59	M	CIM	Prepayment coding: Coding of the instructions for the payment of charges in accordance with		- CIM carrier
			UIC leaflet 920-7 (2 characters for the instruction on payment, 5 x 2 characters for the codes of		
			the charges to be paid by the consignor, 2 characters for the country code + 6 characters for the		
			station code ("up to").		
60	M	CIM	Route: Details of the actual route using codes in accordance with UIC leaflet 920-5. It may be	- CIM consignor	- CIM carrier
			complemented by the route in plain text.	- CIM consignee	
			Where there have been circumstances preventing carriage, indicate the new route as necessary		1
			with the endorsement "Diverted because of".		

Box No	Sta- tus	Contract of	Description of box and information		Access to da	ta
		carriage		Read	Write	Amend
61	С	CIM	Customs procedures : Name and code for the station in accordance with DIUM in which the formalities required by customs or other administrative authorities are to be undertaken.	- CIM consignor - CIM consignee		- CIM carrier
62	С	CIM/ SMGS	CIM formal report No : Details of the number of the report form, the date it was made out (month, day) and the code of the carrier who made it out in accordance with the list of carrier codes (www.cit-rail.org).	- CIM consignor - CIM consignee		- CIM and SMGS carrier
63	С	CIM	CIM extension of transit period: Where the transit period is extended in accordance with Article 16 § 4 CIM, enter the code for the cause, the beginning and the end (month, day, hour) and the location of the extension: Code Meaning 1 Completion of formalities required by customs or other administrative authorities (Article 15 CIM) 2 Examination of the consignment (Article 11 CIM) 3 Amendment of the contract of carriage (Article 18 CIM) 4 Circumstances preventing carriage (Article 20 CIM) 5 Circumstances preventing delivery (Article 21 CIM) 6 Attention to be given to the consignment 7 Rectification of the load following unsatisfactory loading by the consignor 8 Transhipment following unsatisfactory loading by the consignor 9 Other causes:	- CIM consignee		- CIM carrier
64	С	CIM/SMGS	Carrier's declarations: Indication that an invoice sheet or accompanying document has been completed: "wagon/container number has been re-consigned using reconsignment invoice sheet No./accompanying document No of (date) created by station". In addition, the reason for the wagon being detached is to be recorded.	- Consignor - Consignee		- CIM and SMGS carrier
	M C C C	CIM CIM CIM CIM	Agreement number (see point 14.3.1 GLV-CIM/SMGS). Charges note made out on Charges note returned on As applicable, carriers declarations such as the number of the authorisation to load, reserve with reasons, point, date and time at which the goods were accepted if they differ from the information given by the consignor in box 16, agreed transit period if the details given by the consignor in box 7 are not correct, name and address of the carrier to whom the goods have been actually handed over if not the contractual carrier: the number of the contract to subcontract and the code for the substitute carrier (optionally to be provided by the carrier who concluded the contract to subcontract with the substitute carrier).			

Box No		Contract of	Description of box and information	Access to data			
NU	เนอ	carriage		Read	Write	Amend	
64 (follow)	C	CIM/ SMGS	Reservations with reasons are to be entered in code (see the table below), in the following manner "reservation with reason No". Where codes 2, 3, 4, 11 and 12, are used, details of the reservation must be given. Code Meaning Without packaging – also see point 14.2.3 GLV-CIM/SMGS. Packaging damaged: (give details) - also see point 14.2.3 GLV-CIM/SMGS. Inadequate packaging: (give details) - also see point 14.2.3 GLV-CIM/SMGS. Goods 1.1 - clearly in poor condition: (give details), 2 damaged: (give details), 4.2 - damaged: (give details), 4.4 - frozen: (give details). 5 Loaded by the consignor. 6 Loaded by the consignee. 8 Unloaded by the carrier in inclement weather at the request of the consigner. 7 Unloaded by the carrier in inclement weather at the request of the consignee. Impossible to make the examination in accordance with Article 11 § 3 CIM because of: 9.1 - inclement weather, 9.2 - sealing of the wagon or UTI, 9.3 - load in the wagon or UTI inaccessible, 10 Request for examination in accordance with Article 11 § 3 CIM presented late by the consignor. 11 Examination not made because of a shortage of resources: (give details).	- CIM consignor - CIM consignee (Code 12 also SMGS consignor/ SMGS consignee)		- CIM carrier (Code 12 also - SMGS carrier	
65	С	CIM	Other carriers: Undertaking code in accordance with the list of carrier codes (www.cit-rail.org). and optionally name and postal address of carriers other than the contractual carrier; section to be performed in code in accordance with DIUM and optionally in plain text; status of carriers (1 = successive carrier, 2 = substitute carrier). This box is to be filled out by the forwarding carrier but only if carriers other than the contractual carrier participate in the performance of the carriage.	- CIM consigner - CIM consignee		- CIM carrier	

e-FB_C	e-FB_CIM-SMGS Appendix 5 2016-01-01					
Box No	Sta- tus	Contract of	Description of box and information		Access to data	ı
		carriage		Read	Write	Amend
66	М	CIM	a) Contractual carrier: Undertaking code in accordance with the list of carrier codes (www.cit-rail.org) and optionally name and postal address of the contractual carrier plus signature. Except where specially agreed between the consignor and the carrier, the signature is to be replaced by the consignment number shown in box 69 (see Article 6 § 3 CIM).	- CIM consignor - CIM consignee - Successive carrier CIM	- SMGS carrier	- Contractual carrier CIM
	С	CIM	b) Simplified transit procedure for rail (customs): By marking a cross in the box, the contractual carrier, having his registered office in the European Union (EU) or in another contracting party of the EU/EFTA Convention on a Common Transit Procedure, requests that the simplified transit procedure for rail defined by Articles 414 to 425, 441 and 442 of the implementing provisions for the Community Customs Code (Regulation EEC/2454/93) (or the corresponding provisions of the EU/EFTA Convention on a Common Transit Procedure) be applied. He thus certifies that all the carriers taking part in the carriage including, if applicable, substitute carriers, are authorised to apply the simplified transit procedure for rail. The contractual carrier thus becomes the principal to the simplified transit procedure for rail. If the contractual carrier does not have his registered office in the European Union or in another contracting party of the EU/EFTA Convention on a Common Transit Procedure, he is to request that the simplified transit procedure for rail be applied in the name and for the account of the carrier that first takes over the goods in a Member State of the European Union or in another contracting party of the EU/EFTA Convention on a Common Transit Procedure. He thus certifies that that carrier and all the carriers following including, if applicable, substitute carriers, are authorised to apply the simplified transit procedure for rail. That carrier thus becomes the principal to the simplified transit procedure for rail. His code may only be used by the contractual carrier when the contractual carrier is authorised to do so. See point 15.1 of this manual for details of entries to be made in boxes 66 a) and b) for		(Input in accordance with information from the CIM carrier at the point of reconsignment.)	
			SMGS → CIM traffic.			
67	М	CIM	Date of arrival: Date of arrival: Date of arrival of the consignment at the destination station (year, month, day). The carrier may add an arrival number.	- Consignee		- CIM and SMGS carrier
	М	SMGS	Date stamp of the carrier, who has delivered the goods to the destination station after arrival of the goods.			
68	С	CIM	Made available : Time that consignment is made available to the consignee (month, day, hour). This information on the consignment note may be replaced by another means.	- CIM consignee		- CIM carrier
69	M	CIM/ SMGS	Consignment number: Identification number of the consignment [country and station, when being forwarded from a CIM country, code for the forwarding carrier or substitute carrier in accordance with the list of carrier codes (www.cit-rail.org), and consignment number]. On paper consignment notes, a control label is to be applied at least to sheet 2 (invoice). When identification numbers for consignments are allocated by computer or by another means, control labels need not be used.	- Consignor - Consignee	- CIM and SMGS carrier (CIM: Information from forwarding carrier)	
70	М	SMGS	Date stamp of the forwarding station : Date stamp of the contractual carrier at the forwarding station, confirming the date of completion of the contract of carriage.	SMGS consignorSMGS consignee	- SMGS carrier	

Box	Sta-	Contract	Description of box and information	Access to data		
No	tus	of				
		carriage		Read	Write	Amend
71	С	CIM	Acknowledgement of receipt: Date and signature of the consignee at the time of delivery. Acknowledging receipt on the consignment note itself may be replaced by another means.	- CIM carrier	- Consignee	

1.2 <u>Back of sheets 1, 2, 3 and 6</u>

73	М	SMGS	Traffic : Abbreviations for the forwarding and destination railways in accordance with point 3 of Appendix 2 GLV-CIM/SMGS. The codes for the forwarding and destination railways are to be entered in accordance with point 4 of Appendix 2 GLV-CIM/SMGS.	- SMGS consignor - SMGS consignee	- SMGS carrier
74- 78	M	SMGS	Charging sections: Charging sections are intended for the calculation of charges i.e. - Section 74 for the contractual carrier's charges - Sections 75 – 77 for successive carriers' charges,	- SMGS consignor - SMGS consignee	Section 74: - SMGS carrier Section 75-77: - SMGS successive carrier, except for the carrier delivering the goods Section 78: - SMGS destination carrier
80	М	SMGS	Item No : If necessary, enter a code corresponding to the Harmonised Commodity Code, which is crucial for calculating the charges.	- SMGS consignor - SMGS consignee	- SMGS carrier
81			Not to be completed	-	
82			Not to be completed		
83	М	SMGS	Chargeable mass [weight]: Enter the mass used as the basis for charging, split by tariff classes.	- SMGS consignor - SMGS consignee	- SMGS carrier
84	М	SMGS	Numerical coding box : For each charging section, enter the numerical code for the station at the beginning of that charging section.	- SMGS consignor - SMGS consignee	- SMGS carrier
85	М	SMGS	Numerical coding box : For each charging section, enter the numerical code for the station at the end of that charging section.	- SMGS consignor - SMGS consignee	- SMGS carrier
86	М	SMGS	Km: Enter the distance between the stations at the beginning and end of the section.	- SMGS consignor - SMGS consignee	- SMGS carrier
87	М	SMGS	Tariff: The number or description of the tariff applied.	- SMGS consignor - SMGS consignee	- SMGS carrier
88	М	SMGS	Charges to be paid by the consignor: Pre-printed on paper consignment notes and stored in the data record of the electronic consignment note.	- SMGS consignor - SMGS carrier	
89	М	SMGS	Charges to be paid by the consignee: Pre-printed on paper consignment notes and stored in the data record of the electronic consignment note.	- SMGS consignee - SMGS carrier	
90	С	SMGS	Amount in : Enter the code or name of the currency in which the charges are calculated and raised from the consignor.	- SMGS consignor	- SMGS carrier

Box No	Sta- tus	Contract of	Description of box and information		Access to data	
		carriage		Read	Write	Amend

91	С	SMGS	Amount in: Enter the currency in which charges to be paid by the consignor are to be raised.	- SMGS consignor	- SMGS carrier
92	С	SMGS	Amount in: Enter the code or name of the currency in which the charges are calculated and	- SMGS consignee	- SMGS carrier
			raised from the consignee.		
93	С	SMGS	Amount in: Enter the currency in which charges to be paid by the consignee are to be raised.	- SMGS consignee	- SMGS carrier
94	С	SMGS	Charges calculated according to the tariff of the carrier for this route section, in the tariff currency.	- SMGS consignor	- SMGS carrier
95	С	SMGS	Charges calculated according to the tariff for this route section in the currency in which costs are	- SMGS consignor	- SMGS carrier
		01100	to be raised from the consignor.	21122	01400
96	С	SMGS	Charges calculated according to the tariff of the carrier for this route section, in the tariff currency.	- SMGS consignee	- SMGS carrier
97	С	SMGS	Charges calculated according to the tariff for this route section in the currency in which costs are to be raised from the consignee.	- SMGS consignee	- SMGS carrier
98	С	SMGS	Total amount of ancillary and other costs of the carrier not covered by the applicable tariff, in	- SMGS consignor	- SMGS carrier
			the tariff currency in which costs are to be borne by the consignor.		
99	С	SMGS	Total amount of ancillary and other costs of the carrier not covered by the applicable tariff, in	- SMGS consignor	- SMGS carrier
			the tariff currency in which costs are to be borne by the consignor.		
100	С	SMGS	Total amount of ancillary and other costs of the carrier not covered by the applicable tariff, in	- SMGS consignee	- SMGS carrier
			the tariff currency in which costs are to be borne by the consignee.		
101	С	SMGS	Total amount of ancillary and other costs of the carrier not covered by the applicable tariff, in	- SMGS consignee	- SMGS carrier
			the tariff currency in which costs are to be borne by the consignee.		
102	С	SMGS	Total of boxes 94 and 98.	- SMGS consignor	- SMGS carrier
103	С	SMGS	Total of boxes 95 and 99 in charging section 74. In charging sections 75 to 78, amount in box 102 in the currency in which costs are to be raised from the consignor.	- SMGS consignor	- SMGS carrier
104	С	SMGS	Total of boxes 96 and 100.	- SMGS consignee	- SMGS carrier
105	C	SMGS	Total of boxes 97 and 101 in charging section 78. In charging sections 74 to 77, amount in box	- SMGS consignee	- SMGS carrier
			104 in the currency in which costs are to be raised from the consignor.		
106	С	SMGS	Total of boxes 102 (Total amount to be raised from the consignor in the tariff currency).	- SMGS consignor	- SMGS carrier
107	С	SMGS	Total of boxes 103 (Total amount to be raised from the consignor in the currency in	- SMGS consignor	- SMGS carrier
			which costs are to be borne by the consignor).		
107'	С	SMGS	Total amount to be raised from the consignor (in words): Enter the total charges to be raised	- SMGS consignor	- SMGS carrier
			from the consignor in accordance with box 107, confirmed by the signature of the carrier.	-	
108	С	SMGS	Total of box 104 (Total amount to be raised from the consignee in the tariff currency).	- SMGS consignee	- SMGS carrier
109	С	SMGS	Total of box 105 (Total amount to be raised from the consignee in the currency in which costs are	- SMGS consignee	- SMGS carrier
			to be borne by the consignee.		
109'	С	SMGS	Total amount to be raised from the consignee (in words): Enter the total charges to be raised	- SMGS consignee	- SMGS carrier
			from the consignee in accordance with box 109, confirmed by the signature of the carrier.		
110	С	SMGS	Exchange rate used to convert the amounts entered in boxes 102 and 104.	- SMGS consignee	- SMGS carrier
111	С	SMGS	Remarks concerning charging: Remarks are entered relating to the calculation and raising of	- SMGS consignor	- SMGS carrier
			charges and confirmed by the carrier's stamp:	- SMGS consignee	
			- Transhipment of overweight determined on a transit railway or on a railway in the destination		
			country onto an additional wagon;		
			- Reasons for the use of two or more wagons for a transhipment from a single wagon;		
			- Other remarks.		

Box	Sta-	Contract	Description of box and information	Access to data		
No	tus	of				
		carriage		Read	Write	Amend
112	С	SMGS	To be raised additionally from the consignor: Enter costs (details of costs and amounts) which	- SMGS consignor		- SMGS carrier
			are to be raised additionally from the consignor.			
119	С	SMGS	Stamp of the weighing station : Confirmation of the mass shown in box 38 by the stamp of the	- SMGS consignor		 SMGS carrier
			weighing station and the signature of the weighbridge supervisor.	- SMGS consignee		

1.3 Back of sheets 4 and 5

113	С	SMGS	Carrier's remarks: If necessary, the following remarks should be entered concerning carriage of the goods:	- SMGS consignee	- SMGS carrier
			- "Opening report (date), station (railway)" – if a report on opening is made;		
			 " (Description of accompanying document) No seized at station" – if accompanying documents are seized; " (Number of) seals/sealing devices with the sign replaced by (number of) 		
			of) seals/sealing devices with the sign " or " (Number of seals) seals/sealing devices with the sign attached to replace the missing seals" if the carrier has replaced or attached seals:		
			- "Goods" (kg / item) forwarded subsequently to (document number and description) – if a document is created for subsequent forwarding of overweight goods; - "Wagon consigned subsequently to (document number and description)" – if the		
			wagon has been detached from a group of wagons consigned using a single consignment note;		
			 "Part of consignment for subsequent forwarding has been delivered" – on delivery of the remaining goods – confirmed by carrier's date stamp; "Diverted to (name of station) station to consignee (name of consignee), in accordance 		
			with (document description and date)" – if the contract of carriage has been amended; - "Change of journey route indicated due to (details of obstacle)" – if the journey route indicated in the consignment note has been changed – confirmed by carrier's stamp;		
			- " (description of document created by the carrier during carriage to confirm the circumstances that affect or could affect the carriage of the goods. Document number, date of creation, created by railway at station";		
			- "Checked weight of goods kg" – if the weight is within the permitted limits (in accordance with Art. 43 SMGS "Limitation of liability in the case of weight deficiencies") but does not correspond to the details given in the consignment note, confirmed by carrier's stamp;		
			During transhipment to change gauge, enter details of the tally number and signs of the seals attached to the wagons into which the goods have been transhipped.		
114			Not to be completed	- SMGS consignee	

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Box No	Sta- tus	Contract of	Description of box and information		Access to data	l
		carriage		Read	Write	Amend
115	С	SMGS	SMGS extension of transit period : Railway abbreviation and name of station at which the consignment has been stopped, duration of delay, cause of delay justifying the extension of transit period. Enter carrier's stamp.	- SMGS consignee		- SMGS carrier
			The following codes are to be used for the cause of delay: Code Meaning Completion of customs and other formalities; Checking the contents of the consignment; Checking the mass of the consignment; Checking the number of items in the consignment; Amending the contract of carriage; Circumstances preventing carriage; Animal care; Repair of load or packaging caused by circumstances beyond the carrier's control; Transhipment of goods caused by circumstances beyond the carrier's control; Other causes. Under Code 10 "Other causes" give the reason for stopping the consignment.			
116	М	SMGS	Frontier station stamps: Carrier's date stamps at the frontier stations in journey order.	- SMGS consignee		- SMGS carrier
117	М	SMGS	Notification to the consignee of the arrival of the goods: Completed according to national legislation in the destination country. If not delivered, enter "Non-arrival of goods" and confirm by entering carrier's date stamp.	- SMGS consignee		- SMGS carrier
118	M	SMGS	Delivery of the goods to the consignee : Date and signature of consignee. Details required by national legislation in the destination country may be entered additionally. Confirm by entering carrier's date stamp at the destination station.	- SMGS consignee (date stamp) - SMGS carrier (signature of the consignee)	- SMGS consignee (signature)	- SMGS carrier (date stamp)
119	С	SMGS	Stamp of the weighing station : Confirmation of the mass shown in box 38 by the carrier's stamp at the weighbridge station.	- SMGS consignee		- SMGS carrier

e-FB_CIM-SMGS Appendix 5