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General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)

Applicable with effect from 1 July 2006



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1 Definitions

For the purposes of these General Terms and Conditions of Carriage (GTC-CIM) the term:

- a) «CIM» means the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Appendix B to the Convention concerning International Carriage by Rail (COTIF 1999),
- b) «carrier» means the contractual carrier or the successive carrier,
- c) «substitute carrier» means a carrier who has not concluded the contract of carriage with the consignor but to whom the carrier defined under (b) has entrusted the performance of the carriage by rail in total or in part.
- d) «customer» means the consignor and/or the consignee shown on the consignment note,
- e) «Customer Agreement» means the special agreement concluded between the customer or a third party on the one hand and the carrier on the other in respect of one or more consignments subject to the CIM Uniform Rules,
- f) «CIT» means the International Rail Transport Committee, an association with legal personality constituted under Swiss law and with its headquarters in Bern. The CIT's principal objectives are the implementation and consistent application of the law of international carriage by rail governed by COTIF,
- g) CIM Consignment Note Manual (GLV-CIM) means the CIT publication containing the instructions for the use of the CIM consignment note; it is also available on the web-site www.cit-rail.org.
- h) «combined transport» means intermodal transport of intermodal transport units when the major part of the journey is made by rail, by inland waterway or sea but the initial and/or terminal journeys are made by another mode of transport.

2 Scope

2.1 The GTC-CIM shall govern the legal relationship between the carrier and customer for consignments subject to the CIM Uniform Rules; they shall likewise apply to contracts of carriage where the scope of the CIM has been extended in accordance with Article 1 of the CIM and in every case where the parties to the contract so agree.

2.2 Conclusion of the contract of carriage shall be deemed as incorporating these GTC-CIM.

2.3 Agreements between the parties to derogate shall prevail over these GTC-CIM.

2.4 The customer's general terms and conditions shall only apply if the parties to the contract expressly agree to apply them.

3 Performance of the carriage

3.1 The carrier may entrust performance of the carriage totally or partially to one or more substitute carriers. The carrier need only provide details of the substitute carrier before carriage if the customer specifically asks for them.

3.2 Performance of the contract of carriage may be suspended totally or partially when traffic restrictions come into force. These traffic restrictions shall be brought to the notice of customers concerned in an appropriate written form without delay.

4 Consignment note

4.1 Except if otherwise agreed, the completion of the consignment note shall be the responsibility of the consignor.

4.2 The GLV-CIM contains the information required to make use of the consignment note.

4.3 In accordance with CIM Article 6 § 9, the consignment note may be created as an electronic record. The parties to the contract shall determine details for the use of an electronic consignment note in a special agreement. Print-outs complying with the provisions of the GLV-CIM shall be acknowledged by the parties to the contract as having the same validity as paper consignment notes.

5 Supply of wagons by the carrier

5.1 When the customer requires wagons, intermodal transport units or loading tackle to be supplied, he shall be liable for the accuracy and completeness of his request, in particular for his order matching the consignments anticipated.

5.2 The carrier shall provide the number of wagons, intermodal transport units and appropriate loading tackle within the limits of the provisions in the contract and the equipment available. The equipment provided shall be in a technical condition and state of cleanliness to permit its intended use. The customer must check the equipment provided for obvious defects. He shall immediately inform the carrier of any defects.

5.3 The customer shall only use the equipment provided for the consignments intended.

5.4 The customer shall be liable for all loss and damage to the equipment made available to him caused by him or a third party acting under his instructions.

6 Loading and unloading

6.1 Except if otherwise agreed, the consignor shall be responsible for loading and the consignee for unloading.

6.2 Except if otherwise agreed, in combined transport the customers' obligations set out in point 6.1 also include loading intermodal transport units on wagons and unloading them from wagons.

6.3 The provisions of the carrier shall apply to the choice of wagon type, loading and unloading of the goods and the return of the wagon or intermodal transport unit, subject to mandatory statutory provisions or if otherwise agreed. In particular, the customer shall be obliged to return the wagons and intermodal transport units provided to him in an appropriate state of cleanliness.

6.4 The consignor shall seal covered wagons to the extent that national law provides for it or that it has been agreed between him and the carrier.

The consignor shall seal large containers, swap bodies, semi-trailers and other closed intermodal transport units used for combined transport and presented for carriage loaded. The consignor and carrier may agree that sealing of specific traffics is not required.

6.5 Except if otherwise agreed, the provisions of the carrier on time periods for loading and unloading shall apply.

6.6 Where loading and unloading areas or access routes are made dirty by the customer, he shall clean them immediately at his own expense.

7 Packaging

Where the goods require packaging because of their nature or condition, the consignor must pack them in such a way that they are protected from total or partial loss and from damage during carriage and so that they cannot harm persons or transport equipment or other goods. In addition the packaging must comply with any special packaging regulations the carrier may have.

8 Charges

8.1 Charges to be paid by the customer include:

- a) carriage charges, i.e. all the charges for or closely linked to the provision of carriage between the point of accepting the goods and the delivery point;
- b) the ancillary charges, i.e. the charges for supplementary services provided by the carrier;
- c) customs duties, i.e. customs duties, taxes and other sums raised by customs and other administrative authorities;
- d) other charges, raised by the carrier and supported by appropriate documentation.

A list of the main charges and their codes will be found in the GLV-CIM.

8.2 The list of charges, the tariffs and conditions of the carrier who performs the carriage under the contract of carriage shall apply to the calculation of charges unless otherwise agreed.

8.3 An entry in the consignment note in accordance with the GLV-CIM shall indicate who is responsible for which charges. The Customer Agreement may provide for these remarks to be used exclusively or for the use of others.

The carrier may require the customer to pay charges in advance or to provide other guarantees.

8.4 When the calculation of charges involves currency conversion, the rate to be used shall be that which is applicable:

- the day the goods are accepted for those charges to be paid by the consignor;
- the day the goods are made available for those charges to be paid by the consignee.

9 Transit periods

9.1 Where the transit period has been agreed between the consignor and carrier the additional transit periods shown in point 9.2 shall not be applicable.

9.2 For consignments to be carried

- a) by lines with a different track gauge,
- b) by sea or inland waterway,
- c) by road, if there is no rail link,

the additional transit periods to be determined under CIM Article 16 shall be determined by the provisions applicable at the location in question and duly published.

9.3 Where exceptional circumstances cause an exceptional increase in traffic or exceptional operating difficulties,

the additional transit periods shall be determined by notices duly published by the carrier or his competent authority.

10 Subsequent orders and instructions

10.1 Subsequent orders given by the consignor to amend the contract of carriage shall only be permitted if he has endorsed the consignment note «consignee not authorised to take control of the goods». Other endorsements may be specially agreed, for instance in the Customer Agreement.

10.2 Customers' instructions for subsequent orders (CIM Articles 18 and 19), circumstances preventing carriage and delivery (CIM Articles 20, 21 and 22) must be prepared in accordance with the GLV-CIM and sent in an appropriate written form (letter, fax, e-mail etc.).

The customer must attach the duplicate of the consignment note to his subsequent orders or instructions. In the case of circumstances preventing carriage, the duplicate of the consignment note need only be produced if the customer amends the consignee or destination point.

10.3 To save time, the customer may inform a substitute carrier at the same time he informs the carrier.

10.4 Where the amendment of a contract of carriage would have the effect of ending carriage within a customs territory (for example within the European Union) for a movement which should have ended outside that customs territory, or vice versa, the amendment may only be implemented with the prior agreement of the customs office of departure.

11 Acceptance and delivery

11.1 Agreements made between the consignor and the carrier who accepts the goods for carriage under the contract of carriage shall determine acceptance of the goods for carriage, the servicing of the terminal, of the loading point, or of the private siding at the forwarding point. By default, acceptance shall take place in accordance with the provisions in force at the forwarding point.

11.2 Agreements made between the consignee and the carrier who delivers the goods under the contract of carriage shall determine delivery of the goods, the servicing of the terminal, of the unloading point, or of the private siding at the destination point. By default, delivery shall take place in accordance with the provisions in force at the delivery point.

12 Claims

Grounds for claims must be given (CIM Article 43). All the documents to substantiate the claim, and in particular the value of the goods, are to be attached.

13 Disputes

In the case of dispute, the parties to the contract shall try to find an amicable solution, they may agree a conciliation, mediation or arbitration process, in particular that provided for in Title V of COTIF, to achieve this.

14 Confidentiality

Whether the contract is subsequently concluded or not, any party which has received information on a confidential basis from the other party during the course of negotiations, shall be required neither to divulge it nor to use it for purposes other than those for which it was provided.

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