

Law-Decree No. 3 of 1971

promulgating the Convention on the Contract for the International Carriage of Goods by Road, done at Geneva on 19 May 1956

(The Hungarian People's Republic deposited its instrument of accession with the Secretary-General of the United Nations in New York on 29 April 1970)

§ 1. The Presidential Council of the People's Republic hereby promulgates, by this Law-Decree, the Convention on the Contract for the International Carriage of Goods by Road, done at Geneva on 19 May 1956.

§ 2. The official Hungarian translation of the Convention referred to in § 1 is as follows:

“CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR)”

PREAMBLE

The Contracting Parties, having recognised the desirability of standardising the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and to the liability of the carrier, have agreed as follows:

Chapter I Scope of Application

Article 1

1. This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a Contracting Party, irrespective of the domicile and the nationality of the parties.
2. For the purposes of this Convention, “vehicle” means motor vehicles, articulated vehicles, trailers, and semi-trailers as defined in Article 4 of the Convention on Road Traffic dated 19 September 1949.
3. This Convention shall apply even where the carriage falling within its scope is carried out by States or by governmental institutions or organisations.
4. This Convention shall not apply:
 - a) to carriage performed under the terms of any international postal convention;
 - b) to funeral consignments;
 - c) to furniture removal.
5. The Contracting Parties agree not to conclude between themselves any bilateral or multilateral agreement derogating from the provisions of this Convention, with the exception of agreements excluding its application to their frontier traffic, or authorising the use of consignment notes representing the goods in carriage that is exclusively restricted to the territory of the States that concluded such agreement.

Article 2

1. Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterway, or air, without the goods being unloaded (except where Article 14 applies), this Convention shall nevertheless apply to the entire carriage. However, where it is proved that any loss, damage, or delay in delivery which occurred during the carriage by the other mode of transport was not caused by an act or omission of the road carrier, but by an event which could only have occurred in the course of, and by reason of, the carriage by that other mode, the liability of the road carrier shall be determined not by this Convention but in the manner in which the liability of the carrier of the other mode would have been determined if a contract for the carriage of the goods alone had been made between the sender and that carrier in accordance with the mandatory provisions of the law applicable to the

carriage of goods by that other mode of transport. If there are no such mandatory provisions, the liability of the road carrier shall be determined by this Convention.

2. If the road carrier is also the carrier of the other mode of transport, its liability shall likewise be determined in accordance with paragraph 1 of this Article, as though its functions as road carrier and as carrier by the other mode were performed by two separate persons.

Chapter II

Persons for whom the Carrier is Responsible

Article 3

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

Chapter III

Conclusion and Performance of the Contract of Carriage

Article 4

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

Article 5

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

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

Article 6

1. The consignment note shall contain the following particulars:

- a) the place and date of its making out;
- b) the name and address of the sender;
- c) the name and address of the carrier;
- d) the place and date of taking over of the goods and the place designated for delivery;
- e) the name and address of the consignee;
- f) the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognised description;
- g) the number of packages and their special marks and numbers;
- h) the gross weight of the goods, or their quantity otherwise expressed;
- i) charges relating to the carriage (carriage charges, supplementary charges, customs duties, and other charges incurred from the conclusion of the contract to the time of delivery);
- j) the requisite instructions for customs and other formalities;
- k) a statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.

2. Where applicable, the consignment note shall also contain the following particulars:
- a) a statement that transshipment is not allowed;
 - b) the charges which the sender undertakes to pay;
 - c) the amount to be collected on delivery of the goods;
 - d) a declaration of the value of the goods and the amount representing special interest in delivery;
 - e) instructions from the sender to the carrier regarding insurance of the goods;
 - f) the agreed time-limit within which the carriage is to be carried out;
 - g) a list of the documents handed to the carrier.
3. The parties may enter on the consignment note any other particulars which they may deem useful.

Article 7

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

Article 8

1. On taking over the goods, the carrier shall check:
- a) the accuracy of the particulars entered on the consignment note relating to the number of packages and their marks and numbers;
 - b) the apparent condition of the goods and their packaging.
2. Where the carrier has no reasonable means of checking the accuracy of the particulars referred to in paragraph 1 a) of this Article, it shall enter its reservations in the consignment note, together with the reasons for them. It shall likewise state its reasons for any reservations concerning the apparent condition of the goods and their packaging. Such reservations shall not bind the sender unless the sender has expressly agreed to be bound by them in the consignment note.
3. The sender shall be entitled to require the carrier to check the gross weight of the goods or their quantity otherwise expressed. The sender may also require the contents of the packages to be checked. The carrier may claim the cost of such checking. The results of the checking shall be entered in the consignment note.

Article 9

1. The consignment note shall be prima facie evidence of the conclusion of the contract of carriage, of the conditions of the contract, and of the receipt of the goods by the carrier.
2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging were in apparent good condition when the carrier took them over, and that the number of packages, their marks, and their numbers corresponded with the statements in the consignment note.

Article 10

The sender shall be liable to the carrier for damage to persons, equipment, or other goods, and for any costs, due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when it took over

the goods and the carrier made no reservations concerning it.

Article 11

1. The sender shall attach to the consignment note, or place at the disposal of the carrier, all documents necessary for completion of customs or other formalities prior to delivery of the goods, and shall furnish the carrier with all information required for that purpose.
2. The carrier shall not be under any duty to enquire into the accuracy or sufficiency of these documents and information. The sender shall be liable to the carrier for any damage caused by the absence, insufficiency, or irregularity of such documents and information, except where the carrier is at fault.
3. The carrier shall be liable, as an agent would be, for any consequences arising from the loss or misuse of the documents specified in, and accompanying, the consignment note or deposited with the carrier; the compensation payable by the carrier, however, shall not exceed that payable in the event of loss of the goods.

Article 12

1. The sender shall have the right to dispose of the goods, in particular by requiring the carrier to stop the goods in transit, to change the place designated for delivery, or to deliver the goods to a consignee other than the one indicated in the consignment note.
2. This right shall cease to exist as soon as the second copy of the consignment note is handed to the consignee, or as soon as the consignee exercises the right conferred by Article 13, paragraph 1; from that time onwards, the carrier shall obey the instructions of the consignee.
3. The consignee shall, however, have the right of disposal from the time the consignment note is made out, if the sender makes an entry to that effect in the consignment note.
4. If, in exercising the right of disposal, the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.
5. The exercise of the right of disposal shall be subject to the following conditions:
 - a) the sender or, in the case referred to in paragraph 3 of this Article, the consignee, wishing to exercise this right, must produce the first copy of the consignment note, on which the new instructions to the carrier are to be entered, and must indemnify the carrier for all costs and damage caused by carrying out such instructions;
 - b) performance of such instructions must be possible at the time when the instructions reach the person who is to carry them out, and must neither interfere with the normal working of the carrier's undertaking, nor prejudice the senders or consignees of other consignments;
 - c) the instructions must never result in the division of the consignment.
6. When, by reason of the provisions of paragraph 5 b) of this Article, the carrier cannot carry out the instructions it receives, it shall immediately notify the person who gave the instructions.
7. A carrier who has failed to carry out the instructions given under conditions provided for by this Article, or who has done so without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage thereby caused.

Article 13

1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to it, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods is established, or if the goods have not arrived within the time-limit specified in Article 19, the consignee shall be entitled to enforce in its own name against the carrier any rights arising from the contract of carriage.
2. The consignee who avails itself of the rights granted to it under paragraph 1 of this Article shall pay the charges shown to be due on the consignment note. In the event of a dispute on this matter, the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.

Article 14

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

Article 15

1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the sender for instructions. If the consignee refuses the goods, the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.
2. Even if it has refused the goods, the consignee may nevertheless require delivery of them so long as the carrier has not received instructions to the contrary from the sender.
3. Should the circumstances preventing delivery of the goods arise after the consignee, exercising its rights under Article 12, paragraph 3, has given an order for the goods to be delivered to another person, paragraphs 1 and 2 of this Article shall apply as if the consignee were the sender and that other person were the consignee.

Article 16

1. The carrier shall be entitled to recover the costs of asking for instructions, and any costs entailed in carrying them out, provided that they were not caused by its own fault.
2. In the cases referred to in Article 14, paragraph 1, and Article 15, the carrier may immediately unload the goods for account of the person entitled to dispose of them, and thereupon the carriage shall be deemed to be at an end. The carrier shall thereafter hold the goods on behalf of that person. It may, however, entrust the goods to a third party, and shall then be responsible only for the exercise of reasonable care in the choice of such third party. The goods shall remain subject to charges under the consignment note and to all other charges.
3. The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the costs of storage would be out of proportion to their value. The carrier may also proceed to sell the goods in other cases, if after a reasonable time it has not received from the person entitled to dispose of the goods instructions to the contrary which it may reasonably be required to carry out.
4. If the goods have been sold pursuant to this Article, the proceeds of sale, after deduction of the charges chargeable on the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.
5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

Chapter IV

Liability of the Carrier

Article 17

1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when it takes over the goods and the time of delivery, as well as for any delay in delivery.
2. The carrier shall, however, be relieved of liability if the loss, damage, or delay was caused by the wrongful act or neglect of the person entitled to dispose of the goods, by an instruction given by such person otherwise than as a result of the wrongful act or neglect of the carrier, by an inherent vice of the goods, or through circumstances which the carrier could not avoid and the consequences of which it was unable to prevent.

3. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by it in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom it hired the vehicle or of the agents or servants of the latter.

4. Subject to Article 18, paragraphs 2 to 5, the carrier shall be relieved of liability where the loss or damage arises from the special risks inherent in one or more of the following circumstances:

- a) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;
- b) the lack of, or defective condition of, packing in the case of goods which, by their nature, are liable to loss or damage when not packed or when not properly packed;
- c) handling, loading, stowage, or unloading of the goods by the sender, the consignee, or persons acting on behalf of the sender or the consignee;
- d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
- e) insufficiency or inadequacy of marks or numbers on the packages;
- f) the carriage of livestock.

5. Where, under this Article, the carrier is not under any liability for some only of the factors causing the loss, its liability shall be limited to the extent to which the factors for which it is liable under this Article have contributed to the loss.

Article 18

1. The burden of proving that the loss, damage, or delay was due to one of the causes specified in Article 17, paragraph 2, shall rest upon the carrier.

2. When the carrier establishes that, given the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in Article 17, paragraph 4, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

3. This presumption shall not apply in the case referred to in Article 17, paragraph 4 a), if there has been an abnormal shortage or a loss of any package.

4. If the carriage is performed by a vehicle specially equipped to protect the goods from the effects of heat, cold, changes in temperature, or the humidity of the air, the carrier may only claim the benefit of Article 17, paragraph 4 d) if it proves that all steps incumbent on it in the circumstances with respect to the choice, maintenance, and use of such equipment were taken, and that it complied with any special instructions given to it.

5. The carrier may only claim the benefit of Article 17, paragraph 4 f) if it proves that all steps normally incumbent on it in the circumstances were taken, and that it complied with any special instructions given to it.

Article 19

Delay in delivery shall occur when the goods have not been delivered within the agreed time-limit, or, where there is no agreed time-limit, when the actual duration of the carriage, having regard to the circumstances and, in particular, in the case of partial loads, to the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

Article 20

1. The person entitled to make a claim may, without further proof, treat the goods as lost when they have not been delivered within 30 days following the expiry of the agreed time-limit, or, where there is no agreed time-limit, within 60 days from the time when the carrier took over the goods.

2. On receiving payment of compensation for the missing goods, the claimant may request in writing to be notified immediately should the goods be recovered in the course of the year following payment of compensation. A written acknowledgement of such request shall be given.

3. Within the 30 days following such notification, the claimant may require the goods to be delivered to it against payment of the charges shown to be due on the consignment note and refund of the compensation received, less any charges included therein; this shall be without prejudice to any claim for compensation for delay in delivery under Article 23 and, where applicable, Article 26.

4. In the absence of the request mentioned in paragraph 2, or of any instructions given within the period of 30 days provided for in paragraph 3, or if the goods are recovered more than one year after payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 21

Should the goods have been delivered to the consignee without collection of the cash on delivery charge which the carrier was obliged to collect under the contract of carriage, the carrier shall be liable to the sender for compensation not exceeding the amount of such charge, without prejudice to its right of action against the consignee.

Article 22

1. When the sender hands goods of a dangerous nature to the carrier, it shall inform the carrier of the exact nature of the danger involved and, if necessary, of the precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger involved in the carriage of the goods shall rest upon the sender or the consignee.

2. Goods of a dangerous nature which, in the circumstances referred to in paragraph 1 of this Article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless by the carrier without compensation; further, the sender shall be liable for all costs and damage arising from the handing over of such goods for carriage or from their carriage.

Article 23

1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price, or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

3. Compensation shall not, however, exceed 25 francs per kilogramme of gross weight short, the franc being a gold franc weighing 10/31 of a gramme, and being of a fineness of 0.900.

4. In addition, the carriage charges, customs duties, and other charges incurred in respect of the carriage of the goods shall be refunded in full in the case of total loss and in proportion to the loss sustained in the case of partial loss; no further damages shall be payable.

5. In the case of delay, if the person entitled to make a claim proves that damage has resulted therefrom, the carrier shall pay compensation not exceeding the carriage charges.

6. Higher compensation may only be claimed where the value of the goods, or the special interest in delivery, has been declared in accordance with Articles 24 and 26.

Article 24

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

Article 25

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

Article 26

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

Article 27

1. The person entitled to make a claim shall be entitled to interest on compensation payable. This interest, calculated at 5 per cent per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.
2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Article 28

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

Article 29

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

Chapter V **Claims and Actions**

Article 30

1. If the consignee takes delivery of the goods without duly checking their condition with the carrier, or without sending the carrier reservations giving a general indication of the loss or damage, not later than at the time of delivery in the case of apparent loss or damage, or within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, it shall be presumed, unless the contrary is proved,

that the goods were received in the condition described in the consignment note. In the case of loss or damage which is not apparent, the reservations referred to must be made in writing.

2. Where the condition of the goods has been duly checked by the consignee and the carrier together, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent, and provided that the consignee has sent written reservations to the carrier within seven days, Sundays and public holidays excepted, from the date of that checking.

3. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within 21 days from the time that the goods were placed at the disposal of the consignee.

4. In calculating the time-limits provided for in this Article, the day of delivery, or the day of checking, or the day when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.

5. The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

Article 31

1. In legal proceedings arising out of carriage under this Convention, the plaintiff may bring an action in any court or tribunal of a Contracting Party designated by agreement between the parties, and, in addition, in the courts or tribunals of a country within whose territory:

a) the defendant is ordinarily resident, or has its principal place of business, or the branch or agency through which the contract of carriage was made, or

b) the place where the goods were taken over by the carrier, or the place designated for delivery, is situated.

No other courts or tribunals may be seised of the matter.

2. Where, in respect of a claim referred to in paragraph 1 of this Article, an action is pending before a court or tribunal competent under that paragraph, or where a judgment has been given by such a court or tribunal, no new action shall be started between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the country in which the new proceedings are brought.

3. Where, in respect of a claim referred to in paragraph 1 of this Article, a judgment given by a court or tribunal of a Contracting Party has become enforceable in that country, it shall also become enforceable in each of the other Contracting Parties as soon as the formalities required in that country have been complied with. These formalities may not permit the merits of the case to be re-opened.

4. The provisions of paragraph 3 of this Article shall apply to judgments given after trial, judgments given by default, and settlements confirmed by an order of the court, but shall not apply to judgments which are provisionally enforceable only, nor to awards of damages, in addition to costs, against a plaintiff who fails in his action.

5. No security for costs shall be required in proceedings arising out of carriage under this Convention from nationals of Contracting Parties resident or having their place of business in one of those countries.

Article 32

1. Actions arising out of carriage under this Convention shall be time-barred after one year. Nevertheless, in the case of wilful misconduct, or such default as, in accordance with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct, the limitation period shall be three years. The period of limitation shall begin to run:

a) in the case of partial loss, damage, or delay in delivery, from the date of delivery;

b) in the case of total loss, from the 30th day after the expiry of the agreed time-limit or, where there is no agreed time-limit, from the 60th day from the date on which the goods were taken over by the carrier;

c) in all other cases, on the expiry of a period of three months from the date of making of the contract of carriage.

The day on which the period of limitation begins to run shall not be included.

2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted, the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply, and of the return of the documents, shall rest with the party relying upon those facts. The running of the period of limitation shall not be suspended by further claims having the same object.

3. Subject to the provisions of paragraph 2 above, the suspension of the period of limitation shall be governed by the law of the court or tribunal seised of the case. That law shall also apply to the interruption of the limitation period.

4. A right of action which has become time-barred may not be exercised further, even by way of counter-claim or relied upon as a defence.

Article 33

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

Chapter VI

Provisions Relating to Carriage Performed by Successive Carriers

Article 34

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

Article 35

1. A carrier accepting the goods from the previous carrier shall give the latter a dated and signed receipt. It must enter its name and address on the second copy of the consignment note. Where applicable, it shall enter on the second copy of the consignment note and on the receipt any reservations of the kind provided for in Article 8, paragraph 2.

2. The provisions of Article 9 shall apply to the relations between successive carriers.

Article 36

Except in the case of a counter-claim or a defence raised in an action concerning a claim based on the same contract of carriage, an action in respect of liability for loss, damage, or delay may only be brought against the first carrier, the last carrier, or the carrier who performed the portion of the carriage during which the event causing the loss, damage, or delay occurred; an action may be brought at the same time against several of these carriers.

Article 37

A carrier who has paid compensation in accordance with the provisions of this Convention shall be entitled to recover such compensation, together with interest thereon and all costs and expenses, from the carriers who took part in the carriage, subject to the following provisions:

- a) the carrier responsible for the loss or damage shall be solely liable for the compensation, whether paid by itself or by another carrier;
- b) when the loss or damage has been caused by the acts of two or more carriers, each of them shall pay an amount proportionate to its share of liability; should it be impossible to assess the proportions, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to it;
- c) if it cannot be ascertained to which carriers liability is attributable, the amount of the compensation shall be apportioned among all the carriers in the proportion set out in b) above.

Article 38

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

Article 39

1. A carrier against whom a claim is made under Articles 37 and 38 shall not be entitled to dispute the validity of the payment made by the claiming carrier if the compensation was fixed by legal proceedings, provided that it had due notice of the proceedings and had an opportunity of intervening therein.
2. A carrier wishing to take proceedings to enforce its right of recovery may bring its action in the courts or tribunals of the country in which one of the carriers concerned has its principal place of business, or its branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.
3. The provisions of Article 31, paragraphs 3 and 4, shall apply to judgments given in the proceedings referred to in Articles 37 and 38.
4. The provisions of Article 32 shall apply to claims between carriers. The limitation period shall, however, run either from the date of a final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.

Article 40

Carriers may agree among themselves on provisions other than those laid down in Articles 37 and 38.

Chapter VII

Nullity of Stipulations Contrary to the Convention

Article 41

1. Subject to the provisions of Article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.
2. In particular, a benefit of insurance in favour of the carrier or any similar clause, and any clause shifting the burden of proof, shall be null and void.

Chapter VIII

Final Provisions

Article 42

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

Article 43

1. This Convention shall enter into force on the ninetieth day after five of the countries referred to in Article 42, paragraph 1, have deposited their instruments of ratification or accession.
2. For each country ratifying or acceding to this Convention after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the ninetieth day after the deposit by that country of its instrument of ratification or accession.

Article 44

1. Any Contracting Party may denounce this Convention by notification addressed to the Secretary-General of the United Nations.
2. Denunciation shall take effect twelve months after the date on which the Secretary-General has received the notification.

Article 45

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

Article 46

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

Article 47

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

Article 48

1. Each country may, at the time of signing, ratifying, or acceding to this Convention, declare that it does not consider itself bound by Article 47 of this Convention. Other Contracting Parties shall not be bound by Article 47 in respect of any Contracting Party which has entered such a reservation.
2. Any Contracting Party which has entered a reservation in accordance with paragraph 1 of this Article may at any time withdraw such reservation by notification addressed to the Secretary-General.
3. No other reservation to this Convention shall be permitted.

Article 49

1. After this Convention has been in force for three years, any Contracting Party may, by notification addressed to the Secretary-General of the United Nations, request that a conference be convened for the purpose of revising this Convention. The Secretary-General shall notify all Contracting Parties of this request and shall convene a revision conference if, within a period of four months from the date of notification by the Secretary-General, not less than one-quarter of the Contracting Parties notify their concurrence with the request.

2. If a conference is convened in accordance with the preceding paragraph, the Secretary-General shall notify all Contracting Parties and shall invite them to submit, within a period of three months, such proposals as they may wish to have considered by the conference. The Secretary-General shall circulate the provisional agenda for the conference, together with the texts of such proposals, to all Contracting Parties at least three months before the date on which the conference is to open.

3. The Secretary-General shall invite to any conference convened in accordance with this Article all States referred to in Article 42, paragraph 1, as well as States which have become Contracting Parties under Article 42, paragraph 2.

Article 50

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

- a) ratifications and accessions under Article 42;
- b) the dates of entry into force of this Convention in accordance with Article 43;
- c) denunciations under Article 44;
- d) the termination of this Convention in accordance with Article 45;
- e) notifications received in accordance with Article 46;
- f) declarations and notifications received in accordance with Article 48, paragraphs 1 and 2.

Article 51

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

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Convention.

DONE at Geneva, this nineteenth day of May, one thousand nine hundred and fifty-six, in a single copy in the English and French languages, both texts being equally authentic."

§ 3. (1) The Hungarian People's Republic acceded to the Convention with the following reservation:

"The Hungarian People's Republic accedes to the Convention on the Contract for the International Carriage of Goods by Road, signed at Geneva on 19 May 1956, with the reservation that it does not consider itself bound by Article 47 of the Convention."

(2) Upon depositing its instrument of accession, the Hungarian People's Republic made the following declaration:

"1. The Hungarian People's Republic considers it necessary to draw attention to the discriminatory character of Article 42 of the Convention, which deprives a number of States of the possibility of acceding to the Convention. The Convention regulates matters affecting the interests of all States, and therefore, in accordance with the principle of the sovereign equality of States, no State should be prevented from becoming a party to a convention of this nature.

2. The Hungarian People's Republic points out that the provisions of Article 46 of the Convention are contrary to the principle of international law concerning the self-determination of peoples, as well as to Resolution 1514 (XV) of the General Assembly of the United Nations of 14 December 1960 on the granting of independence to colonial countries and peoples."

§ 4. This Law-Decree shall enter into force on the day of its promulgation; its provisions, however, shall be applied as from 28 July 1970. Its implementation shall be ensured by the minister responsible for transport, in agreement with the ministers concerned.