

**ORGANIZATION FOR CO-OPERATION BETWEEN
RAILWAYS
(OSJD)**



A G R E E M E N T
ON INTERNATIONAL RAILWAY FREIGHT
COMMUNICATIONS
(SMGS)

Applicable from 1 November 1951
with amendments and supplements as of 01.07.2018

**AGREEMENT ON INTERNATIONAL RAILWAY FREIGHT
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Agreement on International Railway Freight Communications (SMGS)

For the purpose of organizing freight traffic in direct international railway communications, the ministries* (here in after referred to as “Parties”) responsible for railways in the following countries, through their duly authorized representatives, have concluded the Agreement set out below:

- Republic of Albania;
- Republic of Azerbaijan;
- Republic of Belarus;
- Republic of Bulgaria;
- People’s Republic of China;
- Republic of Estonia;
- Georgia;
- Hungary;
- Islamic Republic of Afganistan,
- Islamic Republic of Iran;
- Republic of Kazakhstan;
- Democratic People’s Republic of Korea;
- Kyrgyz Republic;
- Republic of Latvia;
- Republic of Lithuania;
- Republic of Moldova;
- Mongolia;
- Republic of Poland;
- Russian Federation;
- Slovakian Republic
- Republic of Tajikistan;
- Turkmenistan;
- Ukraine;
- Republic of Uzbekistan;
- Socialist Republic of Vietnam.

For Hungary, the Agreement was entered into, by the Government of Hungary.

Article 1

Object of the Agreement

This Agreement shall establish direct international railway communications for freight transport between the railways of the following countries:

- Republic of Albania;
- Republic of Azerbaijan;
- Republic of Belarus;
- Republic of Bulgaria;
- People's Republic of China;
- Republic of Estonia;
- Georgia;
- Hungary;
- Islamic Republic of Afghanistan,
- Islamic Republic of Iran;
- Republic of Kazakhstan;
- Democratic People's Republic of Korea;
- Kyrgyz Republic;
- Republic of Latvia;
- Republic of Lithuania;
- Republic of Moldova;
- Mongolia;
- Republic of Poland;
- Russian Federation;
- Slovakian Republic;
- Republic of Tajikistan;
- Turkmenistan;
- Ukraine;
- Republic of Uzbekistan;
- Socialist Republic of Vietnam.

The interests of these railways shall be represented by the ministries responsible for them which have entered into the Agreement.*

For Hungary, the Agreement was entered into, by the Government of Hungary.

Article 2 Definitions

For the purposes of this Agreement, the following terms shall be defined as set out below:

Road vehicle – a laden motor vehicle, road train or trailer or an unladen motor vehicle, road train or trailer, before or after use for the carriage of goods by rail;

Tariff currency – the currency unit in which the tariff rate is expressed;

Owner of a wagon – a person, who owns a wagon according to ownership law or other legal prescriptions and is included in the Register of vehicles in compliance with national law.

Goods – commodities, products, wagons as transport means not belonging to the carrier and other physical objects accepted for carriage with the contract of carriage;

Contractual carrier – a carrier who has concluded a contract of carriage with a consignor in accordance with this Agreement;

Railway – infrastructure located in the territory of one State;

Intermodal transport unit (ITU) – container, swap body or semi-trailer intended for the carriage of goods by two or more modes of transport without transshipment of the goods during the change of transport mode;

Infrastructure (railway infrastructure) – a technological complex including public railway lines, railway stations and other structures and equipment ensuring the functioning of this complex, using which carriers perform the carriage of goods;

Penalty (fine) – a fixed sum of money or a sum of money expressed as a percentage of the amount of obligation which one party to a contract of carriage has to pay to the other party in the event of failure to fulfil obligations under the contract of carriage;

Consignor – a person who has presented goods for carriage and is indicated in the consignment note as the consignor of the goods;

Consignment – goods accepted for carriage under a single consignment note from one consignor at the departure station to one consignee at the destination station;

Carriage of goods – carriage of goods in international through railway traffic and carriage of goods in international through railway-ferry traffic;

Carriage of goods in international through railway traffic – carriage of goods by rail on the territory of two or more States under a single document (consignment note) issued for the whole route;

Carriage of goods in international through railway-ferry traffic – carriage of goods in international through railway traffic assisted by waterway transport provided that the cargo travels in a wagon or on its own axles from the departure station to the destination station;

Loading tackle – equipment intended for the stowing, fastening and safekeeping of goods being carried;

Carrier – the contractual carrier and all successive carriers involved in the carriage of goods, including on a waterway section of route in international railway-ferry traffic;

Seal – a control element being a component part of a single structure, the integrity of which confirms that no access has been gained to the goods through the sealed structural openings in a wagon, ITU or road vehicle. A seal is also understood to mean a locking and sealing device;

Successive carrier – a carrier which, acceding to the contract of carriage (concluded by a contractual carrier), accepts the goods from the contractual carrier or other successive carrier for their further transportation;

Consignee – a person who is indicated in the consignment note as the person receiving the goods;

Carriage charges – payments including carriage fares, fares for an accompanying person or road train driver, supplementary charges and other payments arising in the period between the conclusion of the contract of carriage and the delivery of goods to the consignee, including charges in connection with transshipment of goods or changeover of bogies;

Party – a State which is a party to the Convention on International Through Railway Traffic;

Tariff – a system of rates and the rules for calculating carriage charges that determine the amount of carriage charges;

Infrastructure Manager – a person who renders services to carriers relating to the use of infrastructure;

Participant in carriage – the consignor, carrier or consignee;

Electronic document – is a legal valid document established in the form of electronic data registration representing the same set of data as specified in the appropriate provisions of this agreement with regard to the same document but existing in the paper form.

Article 3 Application of the Agreement

§ 1. This Agreement shall establish a common legal basis for contracts for the carriage of goods in international through railway traffic and international through railway-ferry traffic.

§ 2. The carriage of goods in international through railway traffic shall take place between stations that are open for freight operations in accordance with the national law of the Parties, and in international through railway-ferry traffic, including a waterway section of the route which the Parties have declared open for such carriage.

§ 3. If the Parties are at the same time parties to other international agreements establishing the legal norms for the contract of carriage of goods by rail, traffic between stations of the railways of these Parties may be performed under the terms of those agreements.

Article 4 Method of carriage

If the station of departure and the station of destination of the goods are located on the railways of different gauges, carriage may, depending on the technical possibilities available, be effected by the following means: transshipment of goods from wagons of the one gauge to wagons of the other gauge, changing over the wagons onto bogies of the other gauge or using the wheelsets of adjustable gauge.

Article 5 Application of national law

In the absence of relevant provisions in this Agreement, national law of the Contracting Party shall apply, in the territory of which the person entitled asserts his rights.

Article 6

Imperative law

Any condition of a contract of carriage directly or indirectly contravening the conditions laid down in this Agreement shall be null and void and of no legal force, except as expressly provided in this Agreement. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.

Article 7

Pre-contractual coordination of carriage

Pre-contractual coordination of the carriage of goods shall take place pending the conclusion of a contract of carriage in the following manner:

- between the consignor and the contractual carrier – in accordance with national law;
- between the contractual carrier and successive carriers – in accordance with the procedure agreed by them.

Article 8

Rules governing the carriage of goods

§ 1. The procedure for applying the terms of this Agreement and special conditions for the carriage of various types of goods shall be determined by the Rules for the Carriage of Goods (See Annex 1 to this Agreement).

Special conditions for the carriage of goods may be established by means of a contract between the consignor, consignee and all carriers involved in carriage. Such special conditions shall take precedence over the conditions set out in the Rules for the Carriage of Goods.

§ 2. The Rules for the Carriage of Goods shall set out detailed standard solutions and procedures ensuring uniform interpretation and application of the Articles of this Agreement.

Article 9

Rules for the transport of dangerous goods

§ 1. The carriage of dangerous goods shall be governed by the Rules for the transport of dangerous goods (See Annex 2 to this Agreement). The relevant articles of this Agreement and Rules for the transport of dangerous goods mentioned in Article 8 “Rules governing the carriage of goods” of this Agreement shall apply to any other area, which is not governed by Rules for the transport of dangerous goods.

§ 2. The carriage of dangerous goods in international through railway-ferry traffic shall be also governed by the terms of the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (ADN).

Article 10

Stowage and fastening of goods

§ 1. The stowage and fastening of goods in broad gauge (1520 mm) wagons shall be carried out in compliance with technical conditions for stowage and fastening of goods (See Annex 3 to this Agreement), unless otherwise agreed by the carriers

§ 2. The stowage and fastening of goods in covered wagons of gauge 1435 mm and 1000 mm shall be carried out in compliance with national law of the place where the goods are reloaded, unless otherwise agreed by the carriers. The stowage and fastening of goods in open wagons of gauge 1435 mm and 1000 mm shall be carried out in compliance with the conditions established by the carriers involved in the carriage of goods by means of wagons of above-mentioned gauge.

Article 11

Rules for the transport of wagons as transport means not belonging to the carrier

§ 1. The procedures governing the application of provisions of this Agreement concerning the usage of the wagons as transport means not belonging to the carrier shall be laid down in the Rules for the transport of wagons as transport means not belonging to the carrier (See Annex 4 to this Agreement). The same procedures being applied in the area not governed by the Rules for the transport of wagons as transport means not belonging to the carrier shall be laid down in the Rules governing the carriage of goods mentioned in Article 8 “Rules governing the carriage of goods” of this Agreement.

§ 2. The Rules for the transport of wagons as transport means not belonging to the carrier shall set out detailed standard solutions and procedures ensuring uniform interpretation and application of the Articles of this Agreement

Article 12

Network Information Manual

§ 1. The network information manual contains information regarding railway infrastructure and waterways sections of the route used during the carriage of goods in compliance with conditions established by this Agreement, also data concerning carriers involved in such carriage (See Annex 5 to this Agreement).

The information included in this manual is reliable and open to the public.

§ 2. Any changes and amendments to the network information manual structure can be carried out in accordance with procedure for amendments to this Agreement.

§ 3. Any changes and amendments concerning data to be included in this manual can be carried out at the request of the Parties. Each Party can submit a request to the OSJD-Committee for amendments and changes concerning railway infrastructure of its State, waterways sections of route and carriers licensed in its State for transport in international railway traffic. The data, on which the amendments and changes to be carried out by the OSJD-Committee are based, shall be submitted not later than 30 days before the date of its entry into force. The OSJD-Committee places the information about the changes and amendments to the manual on the web site of OSJD within three days after receipt, with an indication of its date of entry into force.

Article 13

Carriage of goods with the CIM/SMGS Consignment Note

The goods can be transported with the CIM/SMGS Consignment note. The sample consignment note and rules for its completion can be found in the CIM/SMGS Consignment Note Manual (See Annex 6 to this Agreement). Rules governing the carriage of goods, mentioned in Article 8 “Rules governing the carriage of goods” of this Agreement shall apply to any other area, which is not governed by the CIM/SMGS Consignment Note Manual.

Section II

Contract of carriage

Article 14

Contract of carriage

§ 1. Under the contract of carriage, the carrier shall undertake, for a fee, to carry the goods entrusted to it by the consignor to the destination station over the route agreed by the consignor and the contractual carrier and to deliver them to the consignee.

§ 2. The carrier shall perform the carriage of goods under the terms of this Agreement provided that:

- 1) the carrier or consignor has at its disposal the means of transport necessary for such carriage;
- 2) the consignor complies with the terms of this Agreement;
- 3) carriage is not prevented by circumstances which the carrier cannot prevent and the elimination of which is beyond its control;
- 4) carriage is coordinated among carriers for the route taken by the goods.

§ 3. The conclusion of the contract of carriage shall be confirmed by a consignment note.

§ 4. Incorrect or inaccurate information entered in the consignment note, as well as the loss of the consignment note by the carrier shall affect neither the existence nor the validity of the contract of carriage.

§ 5. Each successive carrier, by taking over the goods for carriage, together with the consignment note, thereby accedes to this contract of carriage and shall assume the obligations arising therefrom.

§ 6. Wagon for the carriage of goods shall be provided by the carrier or the consignor. Wagons admitted to circulation in international traffic shall be provided for the carriage of goods.

Article 15

Consignment Note

§ 1. The consignment note must contain the following information:

- 1) name and postal address of the consignor;
- 2) name and postal address of the consignee;
- 3) name of the contractual carrier;
- 4) name of the railway and station of departure;
- 5) name of the railway and station of destination;
- 6) names of the border stations;
- 7) designation of the goods and their code;
- 8) consignment number;
- 9) type of packaging;
- 10) number of packages;
- 11) mass of the goods;
- 12) wagon (container) number, who assigned the wagon for the carriage of goods (the consignor or the carrier);

- 13) a list of accompanying documents enclosed by the consignor to the consignment note;
- 14) information on payment of carriage charges;
- 15) number of seals and their signs;
- 16) method for determination of the mass of goods;
- 17) date of the contract of carriage.

§ 2. The consignment note shall, where appropriate, contain the following particulars in addition to the information listed in §1 of this Article:

- 1) the names of successive carriers;
- 2) the consignor's declarations concerning the goods;
- 3) the port railway stations and the ports for the transfer to transport by water;
- 4) other particulars provided for in the Rules for the Carriage of Goods.

§ 3. Consignment note blank forms shall be printed and completed in one of the official languages of the OSJD (Chinese, Russian)

- in Russian, when carrying goods from/to Republic of Azerbaijan, Islamic Republic of Afghanistan, Republic of Belarus, Republic of Bulgaria, Hungary, Georgia, Islamic Republic of Iran, Republic of Kazakhstan, Kyrgyz Republic, Republic of Latvia, Republic of Lithuania, Republic of Moldova, Mongolia, Republic of Poland, Russian Federation, Slovakian Republic, Republic of Tajikistan, Turkmenistan, Republic of Uzbekistan, Ukraine, Republic of Estonia or in transit via these countries;
- in Chinese, when carrying goods from Socialist Republic of Vietnam, People's Republic of China and Democratic People's Republic of Korea;
- in Russian, when carrying goods to Socialist Republic of Vietnam, People's Republic of China and Democratic People's Republic of Korea or in transit via these countries

Consignment note blank forms, as well as the entries in all or some fields of the consignment note, may contain translation into another language. By agreement between participants in the carriage, the consignment note may be completed in any other language.

§ 4. The consignment note may be completed as a paper or an electronic consignment note.

Article 16

Responsibility for particulars entered in the consignment note

§ 1. The consignor shall ensure the correctness of the particulars and statements it enters in the consignment note. It shall bear responsibility for all the consequences in the event of those particulars and statements being incorrect, inaccurate or incomplete, or made elsewhere than in the allotted field of the consignment note. If, in accordance with the provisions of this Agreement, the carrier enters the consignor's statements in the consignment note, it shall be deemed to have done so on behalf of the consignor unless the contrary is proved.

§ 2. If, before the conclusion of the contract of carriage, the carrier detects incorrect, inaccurate or incomplete particulars in the consignment note, the consignor shall produce a new consignment note if the Rules for the Carriage of Goods do not permit correction of particulars and statements in the consignment note.

§ 3. The consignor shall pay the carrier a penalty if, after a contract of carriage has been concluded, the carrier finds particulars and statements furnished by the consignor in the consignment note to be incorrect, inaccurate or incomplete and, at the same time, establishes that:

- 1) the goods include articles that are not allowed to pass through the State border in at least one of the States on whose territory they would have to be carried;
- 2) dangerous goods have been accepted for carriage in violation of their conditions of carriage;
- 3) in the process of loading by the consignor, overloading of the wagon (container) beyond its carrying capacity has been allowed;
- 4) the amount of carriage charges has been underestimated;
- 5) circumstances jeopardizing the safety of traffic have arisen.

A penalty provided for in subparagraphs 1, 2, 4 or 5 of this paragraph shall be imposed in accordance with the provisions of Article 31 "Payment of carriage charges and penalties" in an amount equal to five times the fare payable to the carrier who ascertained such an infringement.

The penalty relating to subparagraph 3 of this paragraph shall be imposed in accordance with the provisions of Article 31 "Payment of carriage charges and penalties" in the amount of five times the fare for the carriage of the excess mass of goods due to the carrier who detected the excess.

The carrier shall be entitled to impose the penalties provided for in this paragraph, regardless of indemnification for possible damages and other penalties to be paid by the consignor or consignee in accordance with the terms of this Agreement.

Article 17

Declaration of value of goods

§ 1. By agreement between the carrier and the consignor, the carriage of goods may be performed with a declaration of the value of goods.

§ 2. The carrier shall have the right to demand a supplementary payment for the declaration of the value of goods.

Article 18

Unit containers, packaging and marking

§ 1. Goods requiring unit containers or packaging to protect them from loss, damage, spoilage and deterioration of quality during carriage, to prevent damage to and contamination of transport vehicles or other goods, as well as to avoid causing harm to human health, animals, the environment and railway infrastructure, shall be presented for carriage in unit containers or packaging that meet these requirements.

§ 2. The consignor shall ensure the correctness of markings, labels or tags applied or attached to cargo packages, as well as of labels affixed by the consignor to wagons, ITUs and road vehicles.

§ 3. If shortcomings are detected during external inspection of unit containers (packaging) of goods presented for carriage, raising concerns about the impossibility of transshipment, total or partial loss of, or damage to (spoilage of) goods and transport vehicles, the carrier shall refuse to accept the goods for carriage or shall accept them for carriage subject to special contractual conditions.

If the condition of unit containers or packaging of goods precludes further carriage, the goods shall be handled in accordance with the provisions of Article 28 “Impediments to carriage and delivery of goods”.

§ 4. The consignor shall be liable for the consequences of the absence or defective condition of unit containers or packaging, and for the consequences of the absence or irregularity of markings, labels or tags, and shall in particular make good any damage caused to the carrier as a result of this.

Article 19

Loading of goods and determination of their mass

§ 1. Goods shall be loaded onto wagons that are in good working order, suitable for the carriage of such goods and clean.

§ 2. The national law of the country of departure shall determine who is to load the goods onto the wagon: the carrier or the consignor.

The loading of goods onto ITUs and road vehicles shall be carried out by the consignor.

§ 3. The person carrying out the loading shall be responsible for establishing the suitability of the wagons for the carriage of the specific goods, for compliance with technical requirements regarding the stowage and fastening of goods in wagons, ITUs and road vehicles, and also for all the consequences of defective loading.

§ 4. If the consignment note contains no information as to who loaded the goods, they shall be deemed to have been loaded by the consignor.

§ 5. The mass of goods shall be determined in accordance with the Rules for the Carriage of Goods.

Article 20

Sealing

§ 1. Seals which cannot be removed without damaging them shall be used for sealing. Seals must be affixed in such a way as to exclude the possibility of access to the goods without damaging them.

§ 2. The requirements to be met by seals and the markings on them shall be laid down by the Rules for the Carriage of Goods.

§ 3. Serviceable seals affixed to wagons, ITUs or road vehicles in third States shall be deemed equivalent to seals affixed in accordance with this Agreement.

Article 21

Acceptance of goods for carriage

Goods shall be accepted for carriage by the contractual carrier.

Goods accepted under one consignment note from one consignor at one station of departure for carriage to one consignee at one station of destination shall be considered to constitute a consignment.

Article 22

Completion of administrative formalities

§ 1. The consignor shall attach to the consignment note the accompanying documents necessary for the completion of customs and other administrative formalities over the entire route. These documents shall refer only to those goods which appear in the consignment note in question.

If the consignor does not attach to the consignment note a document that is necessary for the completion of administrative formalities and send it to the relevant administrative inspection body, it shall include information about this in the consignment note.

§ 2. The carrier shall not be obliged to check whether the accompanying documents attached by the consignor to the consignment note are correct and sufficient.

§ 3. The consignor shall be liable to the carrier for consequences resulting from the absence, insufficiency or incorrectness of the accompanying documents.

§ 4. Accompanying documents which the consignor has attached to the consignment note shall be listed by the consignor in the consignment note.

If the consignor has not complied with the provisions of this paragraph, the contractual carrier shall refuse to accept the goods for carriage.

§ 5. If the carriage or delivery of the goods is delayed because the consignor has not submitted the necessary accompanying documents or the documents it has submitted and listed in the consignment note are inadequate or incorrect, the carrier shall be paid the resulting additional carriage charges and costs as well as the penalties provided for by national law as laid down in Article 31 "Payment of carriage charges and penalties" of this Agreement.

§ 6. Opening a wagon, ITU or road vehicle for border, customs, sanitary, veterinary, phytosanitary and other controls shall be recorded by the carrier by means of a report of opening.

§ 7. Intact seals of customs authorities or of the carrier, affixed after border, customs, sanitary, veterinary, phytosanitary and other types of checks, shall be treated as equivalent to the seals originally attached.

Article 23

Verification of goods

§ 1. The carrier shall be entitled to verify whether the consignor has complied with the conditions of carriage and whether the consignment corresponds to the particulars furnished by the consignor in the consignment note. Verification shall be carried out in accordance with the procedure laid down by national law.

§ 2. If the consignor has not complied with the conditions of carriage or the consignment does not match the information supplied by the consignor in the consignment note, the carrier shall, in the manner provided for in Article 31 "Payment of carriage charges and penalties" and in Article 32 "Additional costs associated with the carriage of goods" of this Agreement, be compensated for all costs resulting from the verification and substantiated by supporting documents.

Article 24

Goods delivery period

§ 1. Save where otherwise agreed by the consignor and the carrier, the delivery period shall be determined for the whole of the route followed by the goods and must not exceed the period calculated on the basis of the rates established in this Article.

§ 2. The goods delivery period shall be determined on the basis of the following rates:

- for containers: 1 day (24 hours) per 150 km or part thereof;
- for other consignments: 1 day (24 hours) per 200 km or part thereof.

Delivery periods shall be set by the carrier for the goods requiring a speed restriction due to their technical characteristics, out-of-gauge goods and goods travelling on special trains with a separate locomotive.

For goods being moved in international through railway-ferry traffic, the delivery period for the waterway section of the journey shall be set by the carrier on that section of the journey.

§ 3. The goods delivery period shall increase by one day for operations connected with shipment of the goods.

The goods delivery period shall increase by two days:

- each time the goods are transhipped to wagons of a different gauge;
- each time wagons or cargo on its own axles are changed over to bogies of another gauge;
- for the carriage of goods in international through railway-ferry traffic.

§ 4. The delivery period shall be extended for the duration of any delay en route for reasons beyond the control of the carrier.

§ 5. The duration of the goods delivery period shall begin at 00:00 on the day following the day on which the contract of carriage is concluded, and shall end when the consignee is given notice that the goods have arrived, an incomplete day (24-hour period) being counted as a full day.

§ 6. Where the goods are distributed en route, the delivery period shall be calculated for that portion of the goods which has arrived according to the consignment note.

§ 7. The delivery period shall be deemed to have been complied with if the goods have arrived at the destination station before the period has expired and the carrier notifies the consignee that the goods have arrived and can be handed over to the consignee. The procedure for notifying the consignee shall be determined by the national law in force at the place where delivery takes place.

Article 25

Amendments of the contract of carriage

§ 1. The consignor and the consignee shall have the right to give instructions to the carrier in respect of the goods and thereby amend the contract of carriage. The consignor shall contact the contractual carrier, and the consignee shall contact the carrier delivering the goods.

§ 2. The consignor may make the following amendments to the contract of carriage:

- 1) change the destination station;
- 2) change the consignee of the goods.

§ 3. The consignee may make the following amendments to the contract of carriage only within the country of destination:

- 1) change the destination station;
- 2) change the consignee of the goods.

The consignee may amend the contract of carriage in accordance with the terms of this Agreement only as long as the goods are at the border station of entry into the country of destination.

Where the goods have already passed through the border station of entry into the country of destination, amendment of the contract of carriage by the consignee shall be subject to the national law in force in the country of destination.

§ 4. No amendment of the contract of carriage which results in the splitting of the consignment shall be permitted.

§ 5. The consignor's right to amend the contract of carriage shall cease when the consignment note is delivered to the consignee or the goods have arrived at the border station of entry into the country of destination, if the carrier already has a written declaration by the consignee concerning amendment of the contract of carriage.

§ 6. From the time when the contract of carriage is amended by the consignee, the consignor's obligations under the contract of carriage shall extend to it.

§ 7. The consignor shall not be liable for any consequences arising from the amendment of the contract of carriage made on the basis of the consignee's declaration.

§ 8. The carrier shall have the right to refuse to amend the contract of carriage or delay the implementation of the amendment only in cases where:

- 1) it is not feasible for the carrier at the time of receiving the declaration concerning the amendment of the contract of carriage;
- 2) it may interfere with the operation of the railway;
- 3) in the case of a change of destination station, the value of the goods will not cover all the estimated charges associated with carriage to the new destination station, unless the amount of such charges is paid or guaranteed immediately.
- 4) in the case of a change of destination station, the carriers indicated in the consignment note are changed and the new carriers have not agreed to perform carriage.

§ 9. The carrier shall have the right to demand payment of additional carriage costs and the costs arising due to the amendment of the contract of carriage.

Article 26

Delivery of goods

§ 1. On arrival of the goods at the destination station, the carrier shall deliver the consignment note and the goods to the consignee and the consignee shall accept the goods and the consignment note.

§ 2. The consignee may refuse to accept the goods only in cases where, through the fault of the carrier, the quality of the goods has changed so much that they can no longer be used, either in part or in whole, for the original purpose.

§ 3. The consignment note and the goods shall be delivered after the consignee has paid all carriage charges payable to the carrier, save where otherwise stipulated in the agreement between them. The consignee shall be obliged to pay the carriage charges for all of the goods specified in the consignment note even if part of the goods specified in the consignment note is missing.

§ 4. Where the consignment is unloaded by the consignee, the carrier shall take part in verification of the number of packages or the condition or mass of the goods if:

- 1) the goods have arrived at the destination station showing signs that access may have been gained to the goods in a wagon, ITU or road vehicle with intact seals of the consignor, bearing markings corresponding to those indicated in the consignment note;
- 2) the goods have arrived at the destination station in a wagon, ITU or road vehicle with lost seals, damaged seals or seals bearing markings not corresponding to those indicated in the consignment note; the carrier shall, however, be entitled to refuse to take part in verifying the goods if even one undamaged seal of the consignor, preventing access to the goods and bearing markings corresponding to those shown in the consignment note, is still in place;
- 3) goods transported in open rolling stock show signs of shortage, damage or spoilage which can be determined by external visual inspection;
- 4) perishable goods have arrived upon expiry of the delivery period;
- 5) the carrier has not adhered to the temperature regime for carriage in the refrigerated wagons it operates;
- 6) the goods were loaded by the carrier.

§ 5. When returning a wagon/container after unloading the goods, the consignee shall return it to the carrier in a clean condition.

Article 27

Presumption of loss of goods

§ 1. If the goods have not been delivered to the consignee within 10 days upon the expiry of the goods delivery period, the consignor or the consignee shall have the right to apply, respectively, to the contractual carrier or the carrier delivering the goods for the goods to be traced. Applying for the goods to be traced shall not be regarded as lodging a claim for loss of the goods.

§ 2. The goods shall be deemed lost if they have not been delivered to the consignee within 30 days upon expiry of the goods delivery period.

§ 3. If the goods have arrived at the destination station after 30 days have elapsed since the delivery period expired, the carrier must notify the consignee accordingly. The consignee must accept the goods if they arrive no later than six months upon the expiry of the delivery period, and return to the carrier the amounts which the carrier had paid him as compensation for the loss of goods, the refund of carriage charges and other costs of carriage. If the compensation was paid to the consignor, the consignor must return the amount of the compensation to the carrier.

Nevertheless, the right shall remain to claim a penalty from the carrier for exceeding the goods delivery period and to claim compensation from it for total loss, insufficient mass, damage (spoilage), or reduction of the quality of the goods.

Article 28

Obstructions to carriage and delivery of goods

§ 1. If, for reasons beyond the carrier's control, an obstruction to the carriage of goods arises, the carrier shall decide whether to obtain instructions from the consignor or to transport the consignment to the destination station with modification of the original route.

§ 2. If the carrier, for reasons beyond its control, cannot transport the goods with modification of the original route, continue carriage, or deliver the goods to the consignee, the carrier shall immediately ask for instructions from the consignor.

§ 3. If, within eight days after the application to the consignor, or within three days in the case of perishable goods and within two days in the case of animals, the consignor fails to give instructions as to what to do with the goods or gives instructions which cannot be carried out, the carrier shall have the right to dispose of the goods.

§ 4. The carrier shall have the right to dispose of the goods without observing the deadlines set forth in § 3 of this Article if the condition of the goods calls for urgent action.

§ 5. If the consignor has given instructions in the consignment note as to what to do with the goods in the event of impediments to carriage and delivery of the goods, the carrier shall act accordingly. If the carrier decides that such instructions cannot be carried out, the provisions of § 1-3 of this Article shall apply.

§ 6. If obstructions to the carriage and delivery of goods arise for reasons beyond the carrier's control, the carrier shall be paid the additional carriage charges and costs it has incurred in connection with the obstruction, as well as penalties where these are provided for by national law.

Article 29

Formal Report

§ 1. The carrier shall draw up a formal report if, on verification of the goods during their carriage or delivery, it finds:

- 1) discrepancies between the name, mass or number of cargo packages and the particulars specified in the consignment note;
- 2) discrepancies between the marking of cargo packages and the particulars specified in the consignment note concerning the marking of cargo packages, the station and the railway of destination, the consignee and the number of cargo items;
- 3) damage to (spoilage of) goods;
- 4) that the consignment note, or any of its separate sheets concerning the goods in question, or goods listed in the consignment note in question are missing.

§ 2. If, under the national law of the country of destination of the goods, a formal report can be drawn up after the goods have been delivered to the consignee, the consignee shall be entitled to ask the carrier which delivered the goods to draw up a formal report for any reason

which could not have been detected by means of external inspection when the goods were delivered. Such a request to the carrier which delivered the goods shall be made by the consignee immediately after establishing loss or shortage of, damage to (spoilage of) goods, and within three days upon the delivery of the goods at the latest.

Article 30

Calculation of carriage charges

§ 1. Carriage charges shall be calculated in accordance with the tariffs applied by the carriers performing the carriage.

§ 2. Carriage charges shall be calculated separately by each carrier involved in the carriage, for the carriage distances and in the currency to be determined in accordance with the applicable tariffs for the international carriage in question.

Carriage charges for a waterway section of the journey shall be calculated in accordance with the tariff applicable to the carriage concerned.

§ 3. Carriage charges shall be calculated in accordance with the tariffs applicable on the day on which the contract of carriage is concluded.

§ 4. When a wagon is found to be loaded beyond its carrying capacity or the maximum static load exerted by a wheelset of the wagon on the rails is found to be exceeded, the charges for carriage of the surplus mass of goods, unloaded onto a separate wagon shall be calculated as for a separate consignment according to the tariffs applicable on the day on which the excess load was discovered.

§ 5. When a consignment note is found to contain incorrect, inaccurate or incomplete information, the carrier who found this discrepancy and successive carriers shall calculate the carriage charges for the goods actually carried.

§ 6. If, in the event of obstructions to the carriage of goods for reasons not attributable to the carrier, the route of carriage of the goods has been changed, the carriage charges shall be calculated for carriage as to the modified route.

§ 7. If, for the transshipment of a consignment from one wagon en route, for reasons not attributable to the carrier, two or more wagons of the same gauge are required, the carriage charges for the goods loaded onto each of the wagons shall be calculated as for a separate consignment.

§ 8. If, at a station which is a connecting station for railways of different gauges, the transshipment of a consignment from one wagon of one gauge requires two or more wagons of another gauge, the carrier shall have the right to calculate the carriage charges for the goods loaded into each of the wagons separately as for separate consignments.

§ 9. Where the contract of carriage is modified, the carriage charges shall be calculated separately for the distance to the station where the contract of carriage was modified, and the distance from that station to the new destination station.

Article 31

Payment of carriage charges and penalties

§ 1. Save where otherwise stipulated in an agreement between the contractual carrier and the consignor, carriage charges shall be paid:

- 1) by the consignor to the carriers involved in the carriage of the goods, except for the carrier delivering the goods, for the carriage performed by those carriers;
- 2) by the consignee to the carrier delivering the goods, for the carriage performed by that carrier.

The same procedure shall apply with regard to penalties.

§ 2. If the consignor or the consignee assigns fulfilment of their obligations under § 1 of this Article to a third party, that third party must be specified by the consignor in the consignment note as the payer and have an agreement with the relevant carrier.

§ 3. If the consignee has neither taken over the goods nor exercised the rights provided for in § 3 of Article 25 “Amendments of the contract of carriage” and § 2 of Article 26 “Delivery of goods”, or if it has failed to attend to receive the goods, the obligation to pay carriage charges under the contract of carriage shall transfer to the consignor.

§ 4. In the case of incorrect calculation of carriage charges, undercharges shall be paid and overcharges repaid.

§ 5. Carriage charges and penalties shall be paid to the carrier in the manner provided for by the national law of the State in which the payment is made.

§ 6. The carrier shall be entitled to demand payment of carriage charges before carriage commences.

Article 32

Additional costs associated with the carriage of goods

§ 1. The carrier shall be reimbursed for all costs associated with the carriage of goods that are not provided for in the applicable tariffs but have been incurred owing to circumstances beyond the carrier's control. Such costs shall be determined on the date on which they arise, separately for each consignment and shall be confirmed by corresponding documents.

§ 2. Additional costs shall be reimbursed in accordance with the procedure provided for in Article 31 “Payment of carriage charges and penalties”.

Article 33

Cash on delivery and loans

Cash on delivery payments and loans shall not be permitted.

Article 34

Carrier's lien

§ 1. Until all payments arising out of the contract of carriage have been received, the carrier shall have a right of lien over the goods in its charge.

§ 2. Exercise of the right of lien shall be determined by the national law of the country where the carrier exercises its right of lien.

Article 35

Settlement of accounts between carriers

§ 1. A carrier which has received or should have received carriage charges due under the contract of carriage to other carriers involved in the carriage, must pay them to those carriers.

§ 2. Settlement of accounts between carriers resulting from the application of this Agreement shall be effected in accordance with a contract concerning the settlement procedure concluded between the carriers.

Article 36

Claims between carriers for recovery of amounts of compensation paid

§ 1. A carrier who, in the cases provided for in this Agreement, has paid compensation to a consignor or a consignee in accordance with these Agreement, shall have a right of recourse against other carriers involved in the carriage, in accordance with the following provisions:

1) if the loss or damage has been caused due to the fault of one carrier, that carrier shall have sole liability for it;

2) if the loss or damage has been caused due to the fault of several carriers involved in the carriage, each carrier shall be liable only for the portion of the loss or damage it has caused;

3) if it cannot be proved that the loss or damage was caused due to the fault of one or more carriers, the carriers shall agree a procedure for the apportionment of liability. If the carriers cannot reach agreement on a procedure for the apportionment of liability, liability shall be apportioned among them in proportion to the tariff kilometres travelled by the consignment when carried by each of the carriers except those which prove that the loss or damage did not arise through any fault of theirs.

§ 2. When recovering amounts of compensation for exceeding the goods delivery period, if the goods delivery period was exceeded either on several railways or on railways and a waterway section of the route, the percentage for calculating the compensation shall be determined in accordance with § 2 of Article 45 "Amount of compensation for exceeding the goods delivery period" based on the total exceedance of the delivery period for the whole of the route, and shall be applied to the carriage charge received by each of the carriers who allowed the delivery period to be exceeded.

§ 3. A carrier with whom a claim for recovery of compensation paid is lodged shall not be entitled to contest the validity of the compensation payment by the carrier lodging the claim if the compensation was determined by a court decision and if the carrier against whom the claim is made was notified in good time of the consideration of the case by a court.

§ 4. A claim for recovery of compensation paid under a claim for compensation shall be lodged within 75 days of the date of the actual payment of the amount payable under the claim.

A claim for compensation determined by a court decision shall be lodged within 75 days of the entry into force of that decision.

Article 37

Limits of the carrier

§ 1. A carrier shall bear liability in respect of the consignor or the consignee, arising solely from the contract of carriage, in the manner and within the limits prescribed by this Agreement.

§ 2. The carrier shall be liable for loss or shortage of, or damage to (spoilage of), goods between the time of their acceptance for carriage and the time of their delivery. The circumstances constituting grounds for the carrier's liability for the loss or shortage of, or damage to (spoilage of), the goods, shall be certified by the formal report.

§ 3. The carrier shall be liable for exceeding the goods delivery period.

Article 38

Persons for whose actions the parties to the contract of carriage shall be liable

§ 1. The parties to a contract of carriage shall be liable for the actions of their staff members and any other persons whose services they use to execute a contract of carriage, when these staff members or other persons are performing their duties.

§ 2. The railway infrastructure manager shall be considered to be a person whose services are used by a carrier to execute a contract of carriage.

Article 39

Limits of a carrier's liability

§ 1. The limit of a carrier's liability shall not exceed the amount of compensation payable by the carrier for the loss of goods.

§ 2. The carrier shall be relieved of liability for loss or shortage of, damage to (spoilage of) goods accepted for carriage if these have occurred:

- 1) due to circumstances which the carrier could not avert and the elimination of which was beyond its control;
- 2) due to the inadequate quality of goods, unit containers or packaging, or owing to particular natural and physical properties of goods, unit containers or packaging that has caused damage to (spoilage of) them;
- 3) through the fault of the consignor or the consignee, or in consequence of their requirements, owing to which blame cannot be attributed to the carrier;
- 4) for reasons connected with the loading or unloading of goods, if these operations were performed by the consignor or the consignee;
- 5) due to the absence of unit containers or packaging of the goods which were necessary for their carriage;
- 6) as a result of the fact that the consignor handed the goods over for carriage under an incorrect, inaccurate or incomplete designation, or without complying with the terms of this Agreement;
- 7) due to loading of goods by the consignor onto a wagon or into a container not suitable for the carriage of the goods in question;
- 8) due to the incorrect selection, by the consignor, of the method of carriage of perishable goods or of the type of wagon (container);

9) due to failure by the consignor or by the consignee to complete or inadequate completion of customs or other administrative formalities;

10) due to the checking, detention or confiscation of goods by public authorities, for reasons beyond the carrier's control.

§ 3. The carrier shall not be liable for loss or shortage of, or damage to (spoilage of) goods accepted for carriage if this happened during carriage subject to special contractual terms and exemption from liability is provided for in these special contractual terms.

§ 4. The carrier shall not be liable for shortages of:

1) goods transported in unit containers or in bundles, if the total number of items in intact unit containers or bundles are delivered to the consignee and there are no external signs of access to the contents that could have caused a partial loss of the goods;

2) goods transported without unit containers or bundling if the total number of intact items are delivered to the consignee and there are no external signs of access to the contents that could have caused a shortage of the goods;

3) goods, if the goods loaded by the consignor into wagons, ITUs or road vehicles are delivered to the consignee with the consignor's seals intact and there are no external signs of access to the goods that could have caused a shortage of the goods;

4) goods in containers loaded by the consignor onto a wagon (with doors facing inside), if the containers on this wagon continued their journey without being re-arranged and were handed over to the consignee without the checking of seals and without any external signs of access to the goods that could have caused a shortage of the goods;

5) goods accepted for carriage in open rolling stock, if the goods have arrived in an intact wagon without reloading en route, and there are no signs indicating that a shortage of goods occurred during carriage;

6) removable or spare parts stowed in sealed ITUs or road vehicles, if these ITUs or road vehicles were delivered to the consignee with the consignor's seals intact.

§ 5. The carrier shall not be liable for damage to goods accepted for carriage in open rolling stock if the goods have arrived in intact wagons without reloading en route and there are no signs indicating damage to (spoilage of) the goods during carriage.

§ 6. The carrier shall be relieved of liability for exceeding the goods delivery period if the exceedance was caused:

1) by circumstances which the carrier could not avert and the elimination of which was beyond its control;

2) through the fault of the consignor or of the consignee, or in consequence of their requirements, whereby blame cannot be attributed to the carrier;

3) owing to non-completion or inadequate completion of customs or other administrative formalities by the consignor or the consignee, or a person authorised by them.

§ 7. In international through railway-ferry traffic, the carrier shall also be released from liability for loss or shortage of, damage to (spoilage of), or exceeding the delivery period for goods accepted for carriage if the loss, shortage, damage (spoilage) or exceedance of the goods delivery period occurred as a result of:

1) a fire, if the carrier proves that the fire did not occur through its fault or through the fault of other persons whose services it uses to execute the contract of carriage, when these other persons were performing their duties;

2) lifesaving measures or reasonable measures to save property;

3) a hazard, danger or accidents.

The carrier may refer to these reasons for release from liability only if it proves that the loss or shortage of, damage to (spoilage of), or exceedance of the delivery period of goods took place on the waterway section of the route during the period from commencement of the loading of the goods (loading the container with goods) in a wagon for waterway transport and before its unloading from the waterway transport.

Article 40

Presumption in the event of a change in the legal regime governing the contract of carriage

If, in the case of carriage of goods from a third state after the reissuance of the consignment note owing to a change in the legal regime governing the contract of carriage, in accordance with the terms of this Agreement, there is found to be damage to (spoilage of) or shortage of the goods, and the consignment was accepted by the carrier without remarks, it shall be presumed, until the contrary is proved, that the damage to (spoilage of) or shortage of the goods occurred during the execution of the last contract of carriage.

Article 41

Burden of proof

§ 1. The burden of proving that loss or shortage of, or damage to (spoilage of) goods occurred as a result of one of the circumstances specified in subparagraphs 1 and 4 of § 2 of Article 39 “Limits of carrier liability” shall be borne by the carrier.

§ 2. If it is established that the loss or shortage of, or damage to (spoilage of) the goods could have occurred as a result of the circumstances specified in subparagraphs 2, 3 and 5-10 of § 2 and subparagraphs 2 and 3 of § 7 of Article 39 “Limits of carrier liability”, the damage shall be considered to have occurred as a result of those circumstances unless the consignor or the consignee proves otherwise.

§ 3. The burden of proving that the exceedance of the goods delivery period was not attributable to the carrier shall be borne by the carrier.

Article 42

Amount of compensation in the event of loss or shortage of goods

§ 1. In cases where this Agreement require the carrier to compensate the consignor or the consignee for loss or shortage of goods, the amount of compensation shall be determined on the basis of the value of goods.

If goods transported with a declaration of value are lost or short, the carrier shall pay to the consignor or the consignee the amount of the declared value or the portion of the declared value corresponding to the portion of the goods which has been lost.

§ 2. In addition to the compensation provided for in § 1 of this Article, carriage charges and other costs of the consignor (consignee) received by the carrier for the carriage of (the portion of) the goods lost shall be refunded if they have not been included in the cost of the goods.

§ 3. In calculating the amount of compensation in the event of a shortage in terms of mass, the carrier shall have the right to offset surplus mass against the shortage if, at the time of delivery of goods of the same designation and quality which arrived from the same consignor to the same consignee, including if they have been transshipped en route, there was a shortage of goods under one consignment note and a surplus under another one.

Article 43

Limitation of liability for shortage of mass of goods

§ 1. In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds the following allowances:

- 1) 2% of mass for liquid goods or goods presented for carriage in a wet (moist) condition;
- 2) 1% of mass for dry goods.

In the case of goods transported in bulk, if these are transshipped en route, the above allowances shall be increased by 0.3% for each transshipment.

§ 2. In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds 0.2% of the mass of the goods.

§ 3. Where several cargo packages are carried under a single consignment note, wastage shall be calculated separately for each package if its mass has been shown separately in the consignment note or can be ascertained by other means.

§ 4. When calculating compensation for the loss or shortage of several cargo packages, no deductions for the allowances laid down in § 1 and § 2 of this Article shall be made in respect of lost goods or short packages.

Article 44

Amount of compensation in the event of damage to (spoilage of) goods

§ 1. In cases where this Agreement requires the carrier to compensate the consignor or the consignee for damage to (spoilage of) goods, the amount of compensation payable shall be equivalent to the amount by which the value of the goods has decreased.

§ 2. In the case of damage to (spoilage of) goods transported with a declaration of value, the carrier shall reimburse an amount representing the portion of the declared value corresponding to the percentage decrease in the value of the goods resulting from the damage to (spoilage of) the goods.

§ 3. The amounts of compensation provided for in § 1 and § 2 of this Article shall be determined in accordance with the provisions of § 1 of Article 42 "Amount of compensation for loss or shortage of goods", taking into account the extent of the reduction in the value of goods, established at the place of destination in accordance with national law.

Article 45

Amount of compensation for exceeding the goods delivery period

§ 1. If the carrier has failed to comply with the goods delivery deadline calculated in accordance with Article 24 “Goods delivery deadline”, the carrier shall pay compensation for exceeding the delivery deadline in the form of a penalty.

§ 2. The amount of penalty for exceeding the goods delivery deadline shall be determined on the basis of the carriage charges of the carrier who caused the delivery deadline to be exceeded, and the value (length) of the exceedance of the delivery deadline, calculated as the ratio of the exceedance of the delivery deadline (in days) to the total delivery period, namely:

- 6% of the carriage charge when the exceedance of the delivery deadline is not more than one tenth of the total delivery period;
- 18% of the carriage charges when the exceedance of the delivery deadline is more than one tenth but not more than three tenths of the total delivery period;
- 30% of the carriage charge when the exceedance of the delivery deadline is more than three tenths of the total delivery period.

§ 3. In cases where this Agreement requires the carrier to pay compensation for the loss of goods, no penalty shall be paid for exceeding the goods delivery deadline.

In the event of shortage of goods, the penalty for exceeding the delivery period shall be paid in an amount determined on the basis of the portion of the goods delivered.

In the case of damage to (spoilage of) goods, the payment of compensation for exceeding the delivery deadline shall not preclude the payment of compensation provided for in Article 44 “Amount of compensation in the event of damage to (spoilage of) goods”.

Article 46

Claims

§ 1. The right to make claims against the carrier shall belong to the consignor and the consignee.

The right to make claims for refund of overpayments of carriage charges pursuant to § 4 of Article 31 “Payment of carriage charges and penalties” of this Agreement shall also belong to any person who has paid these carriage charges in accordance with § 2 of Article 31 “Payment of carriage charges and penalties” of this Agreement.

Assignment of the right to make claims is not permitted.

§ 2. Claims shall be made in writing, with appropriate justification and an indication of the amount claimed. Claims may be made in paper form or in electronic form if this is allowed by agreement to be concluded between the participants in the carriage.

Claims may be made:

- by the consignor, against the contractual carrier;
- by the consignee, against the carrier delivering the goods.

§ 3. Claims shall be made separately for each consignment, except for:

- a claim for refund of overpayments of carriage charges. Such a claim may be made for several consignments;
- where one formal report has been drawn up for several consignments. In such cases, a claim shall be made for all consignments indicated in the formal report.

§ 4. No claim for an amount equivalent to 23 Swiss francs or less per consignment shall be satisfied. If a claim is made for a higher amount and is recognised as compensable in an amount which is equivalent to 23 Swiss francs or less, that amount shall not be paid to the claimant.

§ 5. Claimants must provide a statement of the reasons for their claim as specified by the Rules governing the Carriage of Goods.

§ 6. Claims not made in compliance with § 3 and § 5 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reason for its return. In such cases, the period of limitation referred to in § 3 of Article 48 “Period of limitation” shall not be suspended. If the carrier returns a claim to the claimant upon expiry of the 15-day period, the limitation period shall be suspended from the day following the expiry of this term until the day when the carrier sends the claim to the claimant. The return of the claim by the carrier to the claimant shall not constitute its rejection and shall not entitle the claimant to bring the case before a court.

§ 7. The carrier shall, within 180 days of receipt of a claim, consider the claim, respond to the claimant and, in the event of complete or partial recognition of the claim, pay the due amount to the claimant.

§ 8. In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the claim. If a claim was made in paper form then the carrier shall return the documents attached to the claim.

§ 9. In all cases to which this Agreement applies, any claim may be lodged with a carrier only subject to the conditions and within the scope of the provisions of this Agreement. This provision shall apply to all claims in respect of staff members and other persons for whom the carrier is liable under the provisions of Article 38 “Persons for whose actions the parties to the contract of carriage are liable”.

Article 47

Claims under the contract of carriage. Jurisdiction

§ 1. An action may be brought only after a claim has been made, and only against the carrier against which the claim was made. The right to bring an action under this Agreement shall belong to the person who has the right to make a claim against the carrier.

§ 2. The right to make a claim and bring an action shall arise:

- 1) for compensation for shortage of or damage to (spoilage of) goods, and for exceeding the goods delivery period – from the day on which the goods are delivered to the consignee;
- 2) for compensation for loss of goods – from the 30th day upon expiry of the delivery period;
- 3) for refund of overpayments of carriage charges – from the day on which the carriage charges were paid;
- 4) for other claims – from the day when the circumstances constituting grounds for making the claims arose.

§ 3. An action may be brought:

- 1) if the carrier has not responded to a claim within the period prescribed for consideration of the claim;

2) if, within the period prescribed for consideration of a claim, the carrier has notified the claimant of complete or partial rejection of the claim.

§ 4. Action shall be brought in a competent court at the respondent's location.

Article 48

Limitations period

§ 1. Actions against carriers pursuant to this Agreement shall be brought:

- 1) within two months, where they concern exceedance of the goods delivery deadline;
- 2) within nine months, where brought on other grounds.

§ 2. The periods referred to in § 1 of this Article shall start from the moment when the right to bring an action referred to in § 2 of Article 47 “Claims under the contract of carriage. Jurisdiction” of this Agreement arose. The day on which the period of limitation commences shall not be included in the period.

§ 3. The lodging of a claim made in accordance with Article 46 “Claims” of this Agreement shall cause the limitation periods laid down in § 1 of this Article to be suspended.

The limitation period shall recommence on the day on which the carrier notifies the claimant of complete or partial rejection of its claim, or from the day when the time limit laid down in § 7 of Article 46 “Claims” of this Agreement expires, if the carrier does not answer the claim.

The re-lodging of a claim on the same grounds shall not cause the limitation periods provided for in § 1 of this Article to be suspended.

§ 4. The passing of limitation periods shall constitute a ground for rejecting claims.

Section III

Use of wagons not belonging to carriers as transport means

Article 49

Applicable law

§ 1. Together with terms and conditions of this Section governing the carriage of wagon may apply also other terms and conditions of this Agreement within the scope of provisions not being contradictory to provisions of this Section.

§ 2. The carrier and owner of a wagon may conclude agreements setting out provisions for carriage of wagon which derogate from the conditions of this Agreement. Those provisions shall prevail over the conditions of this Agreement.

Article 50

Carriage of wagon

§ 1. The consignment note confirms the conclusion of a contract of carriage of a wagon.

§ 2. The wagons to be conveyed shall carry signs and markings in compliance with prescriptions governing the approval for international traffic.

§ 3. The carriage of wagons as a means of transport cannot be performed with a declaration of value.

§ 4. The consignor and consignee may make the following modifications to the contract of carriage of an empty wagon:

- 1) change of destination station,
- 2) change of consignee.

§ 5. The formal report can be drawn up during a carriage of wagon only if the carrier observes an infringement mentioned in 4 § 1 of Article 29 "Formal Report" of this Agreement .

§ 6. The carrier shall be reimbursed for all additional freight charges and other costs associated with the defective wagons in compliance with Article 31 "Payment of carriage charges and penalties" and Article 32, which were determined on the date on which they arise, separately for each consignment and confirmed by the corresponding documents, if the wagons defects were caused by the circumstances beyond the carrier's control.

§ 7. The request for wagon to be traced can be made by the consignor, consignee or owner of a wagon.

§ 8. The consignee shall obey the instructions given by the owner of a wagon concerning the use of a wagon, which was handed over by the carrier to the consignee, in compliance with the contract of carriage.

Article 51

Liability in the event of loss of or damage to wagon

§ 1. The carrier shall be liable for any loss of or damage to wagon occurring in the period from acceptance for forwarding until delivery, unless it proves that it was not to blame therefor.

§ 2. The carrier shall be not liable for loss of removable accessories that is not listed on both sides of the wagon.

§ 3. In case of loss of the wagon, compensation payable by the carrier shall be limited to the residual value determined on the date on loss of wagon taking into account normal wear and tear.

§ 4. In case of damage to the wagon, compensation payable by the carrier shall be limited to the costs of repair. Compensation shall not exceed the amount that would be payable for loss of the wagon.

Article 52

Liability in the event of damage caused by a wagon

The owner of a wagon shall be liable for damage caused by the wagon except the cases where the damage was caused by the carrier being at fault.

Article 53

Claims and compensation requests for loss of or damage to wagon

§ 1. The owner of a wagon shall be entitled to bring a claim and lodge a request for compensation in the event of loss of or damage to wagon.

§ 2. The claim shall be brought against the carrier for loss of or damage of wagon, which was in custody of the carrier during the period in which the damage or loss occurred.

§ 3. The plaintiff shall support its claim with justifying documents.

Section IV

Final Provisions

Article 54

Service Instructions to the Agreement

The relations between carriers shall be governed by Service Instructions to the Agreement on International Railway Freight Communications (SMGS). Service Instructions to SMGS shall not apply to legal relations between consignors and consignees on the one hand, and carriers, on the other hand.

Article 55

Administration of the Agreement

The OSJD-Committee is responsible for the administration of this Agreement and Service Instructions to SMGS, acting in compliance with the Statutes of the Organization for Co-operation between Railways, Rules of Procedure of the Ministerial Conference of OSJD and OSJD Committee Regulations.

Article 56

Amendments and changes to the Agreement and Service Instructions to SMGS, publication of the Agreement and Service Instructions

§ 1. The changes and amendments to this Agreement and Service Instructions to SMGS can be carried out according to mutual agreement between Parties through negotiations at the level of the meetings of the competent Commission of Organization for Co-operation between Railways or by means of an exchange of letters between Parties and the OSJD-Committee.

All confirmed changes and amendments enter into force on 1st July of the next year, provided that there is no objection raised by any of the Contracting Parties within two months after its submission.

The changes and amendments confirmed at the level of the competent Commission shall be approved by the OSJD-Committee and submitted to the Ministerial Conference for the information.

§ 2. Any request for amendment and change on this Agreement and Service Instructions to SMGS shall be submitted at the same time to the OSJD-Committee and all Contracting Parties not later than two months before the date of the next meeting of the competent Commission. The proposals to be submitted by the OSJD-Committee for the consideration of this Commission shall be presented to Contracting Parties not later than one month before the date of the next meeting of this Commission.

§ 3. Information concerning the date of entry into force of amendments and changes shall be announced by the OSJD-Committee.

§ 4. Information concerning changes and amendments to this Agreement and Service Instructions to SMGS shall be provided by the OSJD-Committee to all Contracting Parties not later than 45 days before the date of entry into force of amendments and changes.

§ 5. This Agreement and Service Instructions to SMGS, also amendments and changes to this Agreement and Service Instructions shall be published in compliance with national law of the Contracting Parties. The date of entry into force of the Agreement and Service Instructions to SMGS, of amendments and changes shall be indicated in their publication. Amendments and changes shall be published not later than 15 days before their date of entry into force.

Article 57

Entry into force

This Agreement shall enter into force on 1 November 1951.

Article 58

Accession to the Agreement

Accession of the new Parties to this Agreement and withdrawal from this Agreement shall be brought into force in compliance with the Statutes of the Organization for Co-operation between Railways and OSJD Committee Regulations.

Article 59

Texts of the Agreement

This Agreement is concluded in the Russian and Chinese languages. In case there is any divergence of interpretation of this Agreement; the Russian texts shall prevail.

Article 60

Validity of the Agreement

This Agreement is concluded for an unlimited period.

A N N E X E S

**TO THE AGREEMENT ON INTERNATIONAL RAILWAY
FREIGHT COMMUNICATIONS
(SMGS)**

RULES FOR TRANSPORTATION OF GOODS

SECTION I

Acceptance of goods for carriage

1. General provisions

1.1. The consignor presents goods for carriage after performing the pre-contractual coordination of carriage.

1.2. Wagons may be loaded up to their load capacity depending on the full static load carrying capacity exerted by a wheelset of the wagon on the rails. Please refer to Annex 5 to SMGS "Network Information Manual" for details.

1.3. After loading the goods, the carrier or consignor, depending on who undertakes the loading, shall clean the outside of the wagon as well as the accessories and markings on the wagon.

1.4. If goods presented for carriage are to be stowed and fastened by means of reusable equipment, then the consignor shall supply to the carrier a report of the last periodic inspection, which shall be carried out in accordance with operating instructions (specification) of the fastening means.

1.5. The original consignment note confirmed by the carrier's date stamp and its duplicate presented by the carrier for the consignor, validate the conclusion of the contract for carriage.

2. Consignments

2.1. Goods are accepted for carriage under a single consignment note from one consignor at the departure station to one consignee at the destination station;

2.2. A single consignment is accepted as follows:

2.2.1. Goods loaded onto wagon/coupled wagons, if they require a separate wagon or multiple wagons permanently coupled together (coupled wagons);

Goods loaded onto ITUs (Intermodal Transport Units) or road vehicles, as well as empty ITUs or empty road vehicles;

2.2.3. Cargo, traveling on its own axles (railway rolling stock, railway cranes, rail-riding track and construction machines, etc.).

2.3. By agreement between the carrier and the consignor, the following goods may be accepted for carriage under a single consignment note from one consignor at the departure station to one consignee at the destination station:

2.3.1. Goods of the same designation loaded onto more than one wagon (except for the coupled wagons);

2.3.2. Cargo on its own axles in quantity of two or more items of the same designation.

2.4. A single consignment note may be used for the goods as follows:

2.4.1. Goods in two or more containers or empty containers loaded by one consignor onto a single wagon at the departure station to one consignee at the destination station without being reloaded and re-arranged en route.;

2.4.2. Goods in two or more containers or empty containers loaded by one consignor onto one or more wagons at the departure station to one consignee at the destination station, when it is agreed between the carrier and the consignor.

3. Marking

3.1. In addition to markings applied in accordance with standards and engineering regulations, the goods shall bear markings prescribed by these Rules.

3.2. Markings shall be clearly visible and legible. Markings shall be made from waterproof and strong materials.

3.3. When transporting the goods in open rolling stock without transshipment, the consignor shall apply protective markings on the goods in all cases when the number of cargo packages cannot be counted by visual inspection and one or more packages might be removed without damaging the fasteners.

The protective marking shall be affixed so as to be damaged in case of removing even one package.

4. Number of packages and cargo weight

4.1. Cargo package is considered to be a single cargo unit, bundle, unit load, etc., consisting of individual items fastened together (consolidated cargo).

4.2. For each package which weight is to be determined according to label, the consignor shall mark its identification number, gross and net weight.

4.3. Number of packages and weight of goods shall be specified by the consignor unless otherwise provided in the national law in force in the country of departure.

4.4. The consignor shall indicate the number of packages in the consignment note, except for:

- Dry or liquid bulk cargo loaded onto wagons;
- Cargo packed in unit containers, in packaging or as individual items and transported in open rolling stock or in open-top containers, if the total number of items exceeds 100.

4.5. The carrier shall have the right to require the consignor to consolidate individual items or small goods into larger packages thus forming the unit loads, provided that it is allowed by sizes and properties of the goods.

4.6. Goods shall be accepted for carriage without weighing, if they are packed in unit containers, in packaging or as individual items and if each package bears a mark of

its weight. In addition, it is not necessary to weigh the cargo packages of identical standard weight.

4.7. A total (gross) weight of cargo loaded onto a wagon, ITU or road vehicle shall be determined by weighing or by calculation, depending on the cargo type and engineering capabilities.

The calculative methods are based on:

- Labelled weight: This is the sum of total (gross) weights marked on each cargo package.

- Standard weight: It is calculated by multiplying the standard weight of cargo package by the number of packages.

- Measured dimensions: The weight is calculated by multiplying the measured volume of loaded cargo by its bulk density.

- Measured innage (ullage for ethanol): The volume of fluid cargo is retrieved from the tank calibration tables provided by the tank manufacturer. The cargo temperature and the fluid density shall be taken into account to calculate the weight.

- Readings of counters or other verified measuring equipment used for calculation.

4.8. When goods are carried with the use of loading tackles not included in the wagon tare or in the tare of ITU or road vehicle, then the tackle weight shall be determined and indicated separately in the consignment note.

4.9. If the cargo weight is determined by weighing on the wagon weighbridge, then the wagon tare is taken to be the value marked on the wagon.

If the wagon tare is verified before loading the cargo, then the measured value is taken to be the wagon tare in calculations of the cargo weight.

5. Transportation in open rolling stock

5.1. Goods are accepted for carriage in open rolling stock or in open-top containers unless otherwise provided in the national law in force in the country of departure.

5.2. The consignor shall make a decision on whether to transport the cargo comprising the small-sized particles, in open rolling stock.

If the fine grained cargo is to be shipped in bulk, then the consignor shall assume the adequate measures of protection against spillage through structural clearances of the wagon and over the top edge in case of its over-filling as well against the blowing off small particles en route.

6. Placing the goods at the carrier's disposal

6.1. To accept the cargo loaded into covered wagons/containers, the carrier shall inspect the outside of wagons and containers, examine the hatches and doors, verify the seals and markings. The seals shall be intact and the marks shall agree with the details given in the consignment note.

The carrier shall examine the seals on containers that are loaded onto wagons by the consignor, provided that the stowage affords free access to the goods.

The carrier shall not verify the number of packages, weight and condition of goods.

6.2. If goods are loaded into an open wagon or container, with the number of packages being entered in the consignment note, then the carrier shall accept the goods without verifying the weight. The carrier shall only inspect the outside of clearly visible cargo packages (or their parts) and examine the protective marking, as well as count the number of packages if they are clearly visible.

6.3. If goods are loaded into an open wagon or container so as the number of packages exceeds 100, then the carrier shall accept the goods for carriage without verifying the weight. The carrier shall only inspect the outside of clearly visible cargo packages (or their parts) and examine the protective marking.

6.4. To accept the bulk cargo loaded onto open wagons, the carrier shall make a visual inspection of the bulk surface which shall be smooth and without depressions.

6.5. If the cargo is accompanied by an attendant that is appointed by the consignor, then the carrier shall not verify the number of packages and their weight as well as the condition of goods and seals.

6.6. The carrier shall make a visual inspection of unit containers or packaging being accessible for the inspection, when the goods are to be loaded by the carrier, or after they are loaded by the consignor in open rolling stock. If the visual inspection detects that the required unit containers or packaging are damaged or missing or do not correspond to cargo properties; or if the packaging does not allow reloading of goods from one wagon to another when reshipping is required, then the carrier shall refuse to accept the goods for carriage until the consignor rectifies the detected violations.

Once the goods and wagons are handed over from the charge of the consignor into the charge of the carrier, the parties shall affix signatures to the document provided in accordance with the national laws in force in the country of departure.

SECTION II Consignment Note

7. General provisions

7.1. Carriage of goods is confirmed by the consignment note which shall be of uniform form as given in Annex 1 of these Rules.

The consignment note shall be issued by the consignor and submitted to the contractual carrier.

The consignor and carrier shall enter the particulars in the consignment note in accordance with these Rules.

7.2. The consignment note is a comprehensive document that is composed of six numbered sheets and the required number of sheets "Duplicate invoice".

Sheet No	Name of sheet	Recipient of sheet	Purpose of sheet
1	Original copy of the consignment note	Consignee	Accompanying the goods to the destination station
2	Invoice	Carrier handing over the goods to the consignee	Accompanying the goods to the destination station
3	Delivery note	Carrier handing over the goods to the consignee	Accompanying the goods to the destination station
4	Duplicate of the consignment note	Consignor	To be handed over to the consignor upon the conclusion of a contract of carriage
5	Goods acceptance note	Contractual carrier	To be kept by the contractual carrier
6	Arrival note	Consignee	Accompanying the goods to the destination station
No number	Duplicate invoice	Carriers	Intended for carriers en route (except for the carrier that hands over the goods to the consignee)

Number of sheets "Duplicate invoice" shall correspond to the number of carriers en route (except for the carrier that hands over the goods to the consignee). An additional copy of Duplicate invoice for the contractual carrier shall be issued if required.

7.3. Any corrections may be entered in a paper consignment note at the departure station by the consignor or by the carrier by means of crossing out the incorrect data and entering the new details. Each of them shall repair only those data that he or she has entered. In exceptional cases the consignor may make corrections to at most one or two interrelated boxes of the consignment note. In this case he shall enter the remark "Corrections in box ..." to the field "Consignor's declarations". The carrier shall confirm his own corrections by stamp.

7.4. Having entered amendments and revisions provided for in these Rules, the carrier confirms the changes in the consignment note by stamp. The invalid original data in the paper consignment note shall be crossed out so as to stay legible; any corrections or new details shall be entered in the electronic consignment note below the original data so that the original data would remain legible.

7.5. In case of insufficient space in boxes of the consignment note, the information from each box shall be entered in the continuation sheet. The continuation sheet shall be affixed to each sheet of the consignment note, so the number of its copies

shall be equal to the number of sheets in the consignment note. The continuation sheets shall have the same paper format as the consignment note. The remark "See the continuation sheet" must be entered in the relevant boxes of the consignment note.

If there is insufficient space in charging sections A-F for entering all carriage charges, then the continuation sheet shall be issued following the outline on the reverse side of sheet 1 in the consignment note. The alphabetic index in the relevant sections shall start from G.

The number of continuation sheets attached to each leaf of the consignment note shall be indicated in the box "Consignor's declarations" by the consignor and in the box "Carrier's remarks" by the carrier.

If goods are transported onto two or more wagons under a single consignment note, then the consignor shall draw up a wagon list in accordance with the form given in Annex 2 of these Rules.

When transporting more than one container under a single consignment note, the consignor shall make out a container list in accordance with the form given in Annex 3 of these Rules.

A numbering of the boxes in the Wagon list and Container list shall be identical with that in the consignment note.

Particulars from the boxes "Total" of the Wagon list or Container list shall be written into the relevant boxes of the consignment note.

Each sheet of the consignment note shall be accompanied by one copy of the Wagon list or one copy of the Container list. The remark "See the list attached" shall be entered in the consignment note to the boxes "Wagon" and/or "Description of goods".

If the goods are to be transported onto two or more wagons under a single consignment note and are to be reloaded because of changing the railway gauge, then the consignor shall make out a new Wagon list and attach its copy to each sheet of the consignment note after crossing out but not taking away the old Wagon list.

The continuation sheet, Wagon list and Container list shall contain the consignment number on the top of the page and each sheet shall be signed by the consignor or the carrier, depending on who is the author.

The continuation sheets, Wagon list and Container list are an integral part of consignment note.

7.6. Blank forms of consignment note, as well as the continuation sheets, wagon list and container list shall be printed in black color on A4-sized paper.

Paper for consignment note blank forms may be protected by watermarks, micro characters, holograms. These protective measures shall not disturb the data reading and entering.

7.7. Changes in the consignment note, continuation sheets, Wagon list and Container list shall be entered in the black-color handwriting, machine printing or stamping. Stamp impressions shall be sharp.

7.8. Accompanying documents shall be affixed by the consignor to the consignment note, so that the sheets cannot be detached en route.

8. Explanatory notes on the content of the consignment note

Box No, to be completed by	Box name and content
Upper left Carrier	<p>SMGS Consignment Note Enter the name of the contractual carrier.</p>
1 Consignor	<p>Consignor Enter as follows:</p> <ul style="list-style-type: none"> - the consignor's name (as given in foundation documents), first and last name (for natural persons) and postal address; - the consignor's code, assigned by the contractual carrier if the carrier assumes the liability (to be entered in the box "Code"). <p>Enter the phone and fax number with international prefix and email address, if it is required.</p> <p>The consignor's signature shall be entered in compliance with national legislation in the departure country. The signature validates that the data are correct.</p>
2 Consignor	<p>Departure station Enter:</p> <ul style="list-style-type: none"> - Name of the departure station and railway abbreviation; - Code of the departure station (to be entered in the box "Code"). <p>When transporting the goods from the countries that do not apply SMGS, enter the name and code of the station where the legal regime for carriage of goods is changed.</p>
3 Consignor	<p>Consignor's declarations Enter the data as follows:</p> <ul style="list-style-type: none"> - Specified route for carriage of off-gauge cargo when it is transported not along the short route but along a round route; - Instructions for handling of goods at obstacles for carriage and delivery; - Protective measures and temperature range for the carriage of perishable goods; - Description of damage to a wagon, UTI or road vehicle supplied by the consignor, which has been discovered when presenting the goods or wagon for carriage; - The remark "Carriage without protection of fragile parts" or "Key to vehicle no. ... " for carriage of lorries and tractors; - To indicate the method of carriage agreed with the carrier (including empty wagons) in the case of changing the railway gauge, enter the following remarks: "Transshipment of goods onto wagon of a different gauge", "Bogies changed to different gauge (number and date of the bogie exchange contract shall be stated, if supplied)" or "Use of variable gauge wheelsets";

	<ul style="list-style-type: none"> - Consignor's declarations concerning his own corrections; - For frozen goods with liability to stick together, enter the relative humidity level in percent and indicate the protective measures ("Goods are severely frozen", "Chalk (... %) applied", "Processed with ... oil (...%)", "Layers of sawdust applied" etc.); - When transporting the goods to the country that does not apply SMGS, enter the full name and address of the final consignee; - When transporting the goods to the country that does not apply SMGS, enter the remark of handing over the sheet of the consignment note; - Empowerment of escort; - Number of continuation sheets attached; - When carrying out the goods for import/export by any other transportation mode, enter the remark "Imported by ... (transportation mode) from ... (original departure country)" or the remark "To export by ... (transportation mode) to ... (final destination country)"; - When transporting the goods with a declaration of value, enter the remark "Declared value of goods ... (the amount written in words)"; - Remarks on stowage and fastening conditions for goods within the loading gauge to be loaded on open rolling stock of 1520 mm track gauge (except for flat wagons): "Point ... of Chapter ... TU", "NTU No. ... ", "MTU No. ..." or "Draft No. ..."; - When transporting the goods on the wagon provided by the consignor, in the case of changing the railway gauge, enter the following remarks: "After reloading the goods at ... station (reloading station), the empty wagon shall be delivered to ... (consignee's name, delivery address)" or "After reloading the goods at ... station (reloading station) an empty wagon shall be delivered to ... station (destination station, railway and consignee's name) through the border stations ... (specify the stations), the carriers are ... (names)". Everyone of the participating carriers should be indicated with the name and customer code of the payer of carriage charges.
<p>4 Consignor</p>	<p>Consignee Enter as follows:</p> <ul style="list-style-type: none"> - the consignee's name (as given in foundation documents) or full name (for natural persons) and postal address;

	<p>- the consignee's code, assigned by the carrier that hands over the goods to the consignee if the carrier assumes the liability (to be entered in the box "Code").</p> <p>Enter the phone and fax number with international prefix and email address, if it is required.</p> <p>When transporting the goods to the country that does not apply SMGS, enter the brief name of the carrier that re-issues the contract of carriage at the station where the legal regime for carriage of goods is changed.</p>
5 Consignor	<p>Destination station</p> <p>Enter:</p> <ul style="list-style-type: none"> - Name of destination station and railway abbreviation; - Code of destination station (to be entered in the box "Code"). <p>When transporting the goods to the country that does not apply SMGS, enter the name and code of the station where the legal regime for carriage of goods is changed. Enter the railway abbreviation. In addition, enter the note "To be delivered at ... station (final station and destination country)".</p>
6 Consignor	<p>Border stations at crossing points</p> <p>Enter the border exit stations: ... (codes, railway abbreviations for departure country as well as for transit countries involved in the agreed route).</p> <p>If the consignment is to be partially carried by ferry, then enter the description of ports and port railway stations where the goods are transhipped (rail/ship, ship/rail).</p> <p>If more than one entry railway station is arranged at the border with the neighbouring country and available for carriage from one exit border station, then specify the entry.</p>
7-12	<p>If transhipment has been performed en route, then the invalid data shall be crossed out so as to stay legible and new details of each reloaded wagon shall be entered below.</p> <p>If the cargo is overweight and its excess is to be reloaded onto a separate wagon and be despatched at the same time as the major part of goods, then the relevant data of the wagon shall be included.</p> <p>The boxes shall stay blank for container carriage if the containers should be loaded onto a wagon by the carrier or when they are loaded by the consignor onto a single wagon provided by the carrier and are accompanied by the individual consignment notes for each container.</p> <p>If the containers are loaded onto a single consignor's wagon and accompanied by individual consignment notes to one consignee at the destination station, then the relevant data of the wagon shall be entered in one of these consignment notes.</p>

<p>7 Consignor or carrier depending on who undertakes the loading</p>	<p>Wagon Enter the wagon number. Enter the owner's name and abbreviation of the home railway. When cargo is to be shipped in refrigerating section, enter the supplementary remark "RS-...(number of the section) (...) (number of wagons in the section)". If a long cargo is loaded onto two or more wagons coupled together, then enter the number of each wagon with the remark "Coupled together". If a single consignment note accompanies the cargo loaded on two and more wagons or on two and more containers in more than one consignor's wagon, then enter the remark "See the list attached". If cargo travels on its own axles, then enter the number of railway engine (each section), wagon or on-track vehicle.</p>
<p>8 Consignor</p>	<p>Wagon is provided by Enter the remark as follows: "B" for the wagon supplied by the carrier; "A" for the wagon supplied by the consignor. A wagon actually supplied by the consignee, is considered equivalent to a wagon supplied by the consignor.</p>
<p>9 Consignor or carrier depending on who undertakes the loading</p>	<p>Load capacity Enter the value marked on the wagon in tonne. If the wagon is marked with more than one value of load capacity, then enter the maximum value in tonne.</p>
<p>10 Consignor or carrier depending on who undertakes the loading</p>	<p>Axles Enter the number of axles. If cargo travels on its own axles, then enter the number of axles of railway engine (each section) or wagon or on-track vehicle.</p>
<p>11 Consignor or carrier depending on who undertakes the loading</p>	<p>Empty weight Enter the value marked on the wagon in tonne. If the wagon tare has been determined by weighing, then it shall be entered in the lower part of the box (denominator) and the value marked on the wagon shall be entered in the upper part (numerator).</p>
<p>12 Consignor or carrier depending on who undertakes the loading</p>	<p>Type of tank If the goods are shipped in tank wagons on 1520 mm gauge railway lines, then enter the type of tank which is marked on the tank beneath the wagon number.</p>
<p>13 Carrier</p>	<p>Cargo weight after transhipment Enter the weight of the cargo reloaded onto each wagon. Enter the weight of the excess cargo that is reloaded onto a separate wagon to be despatched at the same time as the major part of goods.</p>

14 Carrier	<p align="center">Number of packages after transshipment</p> <p>Enter the number of packages reloaded onto each wagon.</p>
15 Consignor	<p align="center">Description of goods</p> <p>Enter the name and 8-digit code of each cargo in accordance with the Harmonised Commodity Code.</p> <p>Enter signs, marks and numbers attached to cargo packages.</p> <p>If dangerous goods are carried, then enter the description of goods and other data given in Annex 2 to SMGS "Rules for transportation of Dangerous Goods".</p> <p>If goods are carried under special conditions in compliance with Article 8, then enter the remark "Special conditions of carriage are agreed" (indicate the abbreviation of each carrier who agreed with the special conditions and number and date of documents certifying that the agreement on special conditions has been reached between the carriers).</p> <p>If perishable goods are carried, then enter the remark "Perishable". If the goods are transported in covered ventilated wagons, then state "Ventilated" as well.</p> <p>If frozen goods with liability to stick together are carried, then enter the remark "Sticking".</p> <p>If animals are carried, then enter the remarks "Animals" and "No humping".</p> <p>If flammable goods are carried, then enter the remarks "Flammable" and "Protective distance 3/0-0-1-0".</p> <p>If goods accompanied by attendants are carried, then enter the remarks as follows:</p> <ul style="list-style-type: none"> - Enter the remark "Accompanied by the consignor's attendants". If attendants shall travel in a separate wagon or accompany more than one wagon, then additionally enter the remark "Attendants are in wagon no. ..."; - Enter full names of attendants, foreign passport numbers and other data for crossing of the state border. If the attendants accompany more than one wagon or travel in a separate wagon, then enter the relevant data in the consignment note for the wagon with attendants; - If the attendants are substituted en route, then enter the remark "Substitution of attendants at ... (station, railway)"; - If the attendants travel in a wagon with furnace heating, then enter the remark "With furnace heating". <p>If goods with the use of loading tackles are carried, then enter the designation of each tackle below the description of the relevant cargo.</p> <p align="center"><u>Contents of the dashed frame</u></p> <p>If goods are loaded onto ITUs or road vehicles, then enter the data as follows:</p>

	<p>- In order to ship a road train or motor vehicle, trailer, semi-trailer or swap body, enter the specific name and identification number of the ITU or road vehicle. Indicate the configuration of road train and enter the remarks "Comes with ... (number of items) extra wheels", "No humping".</p> <p>- In order to ship a medium-tonnage container, enter the remark "Container no. ... (9-digit number)";</p> <p>- In order to ship a large-tonnage container, enter the 11-digit number, that has four Latin letters (the first three letters are used for the container owner's code and the last "U" is for the cargo container), followed by seven digits after dash (enter a 4-digit code for the container type size and then enter, within brackets, a gross weight for the container, as specified on the side (at the door) of the container).</p> <p>- If a single consignment note accompanies multiple containers, then enter the remark "See the list attached".</p> <p>If long goods are to be loaded onto multiple coupled flat wagons, then enter the remark "No humping".</p> <p>If exceptional goods are to be loaded, then enter the remarks as follows:</p> <p>- If off-gauge goods are to be carried on 1520 mm gauge railway lines, then enter "Off-gauge cargo ... (code for oversized cargo)". And for the other railway lines enter "Off-gauge cargo at ... (railway abbreviations)".;</p> <p>- If off-gauge cargo is accompanied with a frame for verifying the loading gauge, then enter the remark "The reference frame is mounted on wagon no. ..." in the consignment note for the cargo. In addition, the consignment note for empty wagon fitted with the reference frame, shall contain the remark "The wagon is booked for the reference frame accompanying the cargo in wagon no. ..."; and if the wagon is fitted with the verify frame and is loaded with goods, then the consignment note shall contain the remark "The wagon is fitted with the reference frame for goods in wagon no. ...".</p> <p>- To transport off-gauge goods or cargo loaded on flat wagons, enter the remark "No humping" and "Do not hump" (at the carrier's discretion);</p> <p>- If the goods require to limit the speed due to their technical characteristics, then enter the remark "Speed no more than ... km/h".</p> <p>If the goods are loaded within reduced or zonal loading gauge, then enter "Reduced loading gauge" or "Zonal loading gauge".</p>
Carrier	<p>If the contract of carriage has changed, then enter the remark "Contract of carriage has changed" and confirm it by the stamp of the carrier.</p> <p>If the off-gauge goods are to be reloaded because of changing the railway track gauge, then enter the remarks "Off-gauge cargo at ... (railway abbreviations)" or "Off-gauge cargo ... (code for oversized cargo)".</p>

	<p>In case of insufficient space in the box located above or below the dashed frame "Description of goods", the whole space of the box may be occupied for these data.</p>
<p>16 Consignor</p>	<p>Type of packaging Enter the type of packaging for the cargo loaded onto a wagon, ITU or road vehicle.</p> <p>If the cargo is packed as a unit load, then the data shall be entered as a fraction, wherein the numerator is the word "unit load" and the denominator is the type of packaging for the unit of load that is a part of the unit load. And if the unit is unpacked, then enter the remark "No packing".</p> <p>If the cargo is to be carried without tare or packaging, then enter "No packing".</p>
<p>17 Consignor</p>	<p>Number of packages Number of packages shall be stated in digits in the same line where the description of cargo is indicated.</p> <p>If the cargo is carried in the dry or liquid bulk, then enter the remark "Dry bulk" or "Liquid bulk".</p> <p>If goods are shipped in open rolling stock or in open-top containers and the total number of packages exceeds 100, then enter the note "Bulk".</p> <p>For shipments in unit loads, enter the data in fractional form wherein the number of unit loads is the numerator, and the total number of cargo units packed in these unit loads is the denominator.</p> <p>If any of reusable loading tackles are used to carry the cargo, then their number shall be indicated.</p> <p>If UTI or road vehicles are used, then enter the number of cargo packages that they contain. If goods are shipped by a road train, then enter the number of packages in the motor vehicle and in the trailer as well as the total number of packages in the road train.</p> <p>If UTI or road vehicle are transported unladen, then enter their number.</p>
<p>18 Consignor</p>	<p>Weight (kg) Enter as follows:</p> <ul style="list-style-type: none"> - The gross weight for each cargo (with the packaging), that shall be stated in the same line where description of the cargo is indicated (including the weight of cargo on its own axles); - The tare of ITU or road vehicle; - The weight of loading tackles not included in the wagon tare; - The total cargo gross weight.
<p>19 Consignor or carrier depending on who undertakes the sealing</p>	<p>Seals Enter the number and checkmarks of seals, affixed onto wagons, ITUs or road vehicles unaccompanied by attendants. And in case of applying the locking and sealing devices, enter description and checkmarks of the devices as well as abbreviation for the forwarding railway.</p>

<p>20 Consignor</p>	<p>Loaded by Enter the word "Carrier" or "Consignor" depending on who undertakes the loading of cargo onto wagon.</p>
<p>21 Consignor</p>	<p>Method for determining the cargo weight Enter the method as follows: By weighing (enter the type of weighing machine); By the labelled value; By standard weight; By measured dimensions; By measured innage; By counter value.</p>
<p>22 Consignor</p>	<p>Carriers Make a list of carriers (abbreviations and codes) and indicate the relevant part of the route for each carrier (limited by railway stations with codes). The contractual carrier shall go first in the list. The carrier that hands over the goods to the consignee shall take the last place in the list.</p>
<p>23 Consignor</p>	<p>Payment of carriage charges Enter abbreviations of the carriers in the same order as in the list above (according to the order of carriage). Each carrier name shall be followed by names of the payers and the payment details (code of the payer, date and number of the contract, etc.).</p>
<p>24 Consignor</p>	<p>Documents attached by the consignor Enter a list of accompanying documents enclosed by the consignor to the consignment note. If more than one copy of the accompanying documents is attached, then indicate the number of copies. If the accompanying documents that are specified in the consignment note, have to be seized en route, then their description shall be followed by the railway abbreviation wherein they are to be seized. The following note is to be made: "for ... (railway wherein these documents are to be seized)".</p>
<p>25 Consignor</p>	<p>Data not intended for the carrier: delivery contract number Enter the data concerning the consignment but not intended for the carrier. If the document that is required to complete the administrative formalities, is not enclosed in the consignment note but handed over to administrative authorities, then enter the remark " ... (description, data and number of the document) submitted to ... (facility name)". Other data may be included, e.g. the number of the delivery contract concluded between the exporter and the importer if the number is identical for both parties of the contract. If the delivery contract has two different numbers – one number is for exporter and the other is for importer – then enter the number of the exporter contract.</p>

26 Carrier	<p>Date of the contract of carriage The date stamp of the contractual carrier shall be entered at the departure station.</p>
27 Carrier	<p>Date of arrival The carrier's date stamp shall be entered at the destination station. If the goods have not arrived, enter the remark "Non-arrival" and confirm by entering the carrier's date stamp.</p>
28 Customs, administrative authorities	<p>Remarks for customs and other administrative procedures The remarks shall be entered by: - customs authorities for processing under customs control; - other public authorities when fulfilling the administrative procedures.</p>
29 Carrier	<p>Consignment No. Enter the consignment number.</p>

Back of sheets 3 and 6

30 Carrier	<p style="text-align: center;">Carrier's remarks</p> <p>The remarks shall be entered as follows:</p> <ul style="list-style-type: none"> - " Transition from electronic form to paper form of the consignment note (transition from electronic form to paper form shall be confirmed by the date stamp of the carrier). - "Opening report dated ... (date) at ... station on ... (railway)" – if the opening report is drawn up; - "... (description of the accompanying document) No... seized at ... station" – if the accompanying documents are seized; - "... (number of) seals/sealing devices with the checkmark ... replaced by ... (number of) seals/sealing devices with the checkmark ..." or "... (number of) seals/sealing devices with the checkmark ... replaced by ... affixed to replace the missing seals" – if the carrier replaced or affixed the seals; - "Cargo ... (kg/items) reconsigned to ... (document number and name)" – if the carrier drew up the document for reconsigned cargo; - "Wagon No ... reconsigned to ... (document number and name)" – if the wagon detached was consigned together with a group of wagons under a single consignment note. The remark shall be confirmed by the carrier's date stamp; - "Wagon detached" – if the wagon is detached from the group of wagons consigned under a single consignment note (to be entered in the Wagon list against the number of the wagon detached); - "Reconsigned part of cargo issued" – the reconsigned part of goods has been issued. The remark shall be confirmed by the carrier's date stamp; - "Diverted to ... (station) station to consignee ... (consignee's name) in accordance with ... (document description and date)" – if the
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	<p>contract of carriage has been amended (to be confirmed by the carrier's stamp);</p> <ul style="list-style-type: none"> - "Deviated from the route due to ... (circumstances preventing the carriage)" – if the cargo is deviated from the route stated in the consignment note (to be confirmed by the carrier's stamp); - " ... (name of document created by the carrier en route to confirm the circumstances that affect or could affect the carriage of the goods, document number, date of creation, station name and railway abbreviation)"; - "Verified weight of goods: ... kg" – if the weight is within the permitted limits (in accordance with point 35.4 of these Rules) but does not correspond to the details given in the consignment note. The remark shall be confirmed by the carrier's stamp; <p>in accordance with points 28.1–28.3 of these Rules.</p> <ul style="list-style-type: none"> - "Consignment note ... (number and date) attached" – if the SMGS consignment note is attached by a sheet from a different consignment note (other than SMGS) that is issued for the consignee; - "... (number of continuation sheets enclosed by the carrier) attached". - "Wagon damage (malfunction) report No. ... (report number) of ... (date of compilation) created at ... (station name and railway abbreviation)". <p>If reloading is required due to changing the track gauge, then enter details on the number and checkmarks of seals affixed to the wagon wherein the goods were reloaded.</p> <p>When shipping the exceptional goods, enter details on carriage agreement for the participating railways or waterways if required.</p>
<p>31 Carrier</p>	<p>Formal report</p> <p>Enter the document number, date of completion, station name and railway abbreviation wherein it is created. The data shall be confirmed by stamp of the carrier drawing up the report.</p>
<p>32 Carrier</p>	<p>Extension of delivery period</p> <p>Enter railway abbreviation and station name where the stoppage occurred. Indicate its duration and delay code justifying the extension in transit. Enter carrier's stamp.</p> <p>The following codes are to be used for the cause of delay:</p> <p>Code and its meaning</p> <ul style="list-style-type: none"> 1– Carrying out the customs and other administrative procedures; 2 – Inspecting the contents of the consignment; 3 – Verifying the cargo weight; 4 – Counting the number of packages; 5 – Changing the contract of carriage; 6 – Circumstances preventing the carriage; 7 – Animal care; 8 – Repair of cargo handling or packaging caused by

	<p>circumstances beyond the carrier's control; 9 – Transshipment of goods caused by circumstances beyond the carrier's control; 10 – Other causes. Under Code 10 "Other causes" give the reason for stopping the consignment.</p>
33 Carrier	<p>Remarks for handing over the goods The carriers taking over the goods shall enter their date stamps at transfer stations in route order.</p>
34 Carrier	<p>Remarks for passing over the border stations Carrier's date stamps are entered at the border stations in route order.</p>
35 Carrier	<p>Arrival notice for goods (sheet no. 3) Completed in accordance with the national legislation of the country of destination.</p>
36 Consignee	<p>Delivery of goods (sheet no. 3) Enter date and signature of consignee. More details may be entered if it is required by the national legislation of the country of destination.</p>
Carrier	<p>The carrier's date stamp shall be entered at the destination station.</p>

The reverse side of sheets no. 1, 2, 4, 5, sheet "Duplicate invoice"

Box/section No. to be completed by	Box name and content
A-E Carrier	<p>Charging sections These sections are intended for calculation of carriage charges for each carrier at each route section separately, depending on the tariff applied.</p>
37	<p>Route section Station names and codes for both terminals of each route section shall be specified.</p>
38	<p>Distance in km Enter the distance between both terminal stations.</p>
39	<p>Chargeable weight in kg Chargeable weight shall be calculated in accordance with the tariff applied.</p>
40	<p>Ancillary charges Ancillary charges and other charges shall be entered with the code. If this code is missing, then enter their description. Indicate the amounts as per the tariff applied by the carrier for this route section and expressed in the tariff currency.</p>

41	Tariff Enter the number or description of the tariff applied.
42	Cargo code If required, enter the code in accordance with the Harmonised Commodity Code that is crucial for calculating the charges.
43	Exchange rate Enter the rate of conversion from the tariff currency to the currency, in which the charges are raised from the consignor or carrier.
44	Tariff currency Enter the code or name of the currency in which the charges shall be calculated and raised from the consignor.
45	Charging currency Enter the code or name of the currency in which charges to be paid by the consignor are raised.
46	Tariff currency Enter the code or name of the currency in which the charges shall be calculated and raised from the consignee.
47	Charging currency Enter the code or name of the currency in which charges to be paid by the consignee are raised.
	Carriage charges
48	Enter the carriage charges as per the tariff applied by the carrier for this route section and expressed in the tariff currency.
49	Enter the carriage charges as per the tariff applied for this route section and expressed in the currency in which charges are to be raised from the consignor.
50	Enter the carriage charges as per tariff applied by the carrier for this route section and expressed in the tariff currency.
51	Enter the carriage charges as per tariff applied for this route section and expressed in the currency in which the charges are to be raised from the consignee.
	Total amount
52	Enter the total amount of ancillary charges and other costs of the carrier not covered by the tariff applied. The amount shall be expressed in the tariff currency in which the costs are to be borne by the consignor.
53	Enter the total amount of ancillary charges and other costs of the carrier not covered by the tariff applied. The amount shall be expressed in the tariff currency in which charges are to be raised from the consignor.
54	Enter the total amount of ancillary charges and other costs of the carrier not covered by the tariff applied. The amount shall be expressed in the tariff currency in which the costs are to be borne by the consignee.

55	Enter the total amount of ancillary charges and other costs of the carrier not covered by the tariff applied. The amount shall be expressed in the tariff currency in which charges are to be raised from the consignee.
	Total
56	Enter total of boxes 48 and 52 in the tariff currency. See the relevant section for calculation of the carriage charges.
57	Enter total of boxes 49 and 53 in the currency in which the carriage charges are to be raised from the consignor.
58	Enter total of boxes 50 and 54 in the tariff currency. See the relevant section for calculation of the carriage charges.
59	Enter total of boxes 51 and 55 in the currency in which the carriage charges are to be raised from the consignee.
	Grand total
60	Enter total of boxes 56.
61	Enter total of boxes 57.
62	Enter total of boxes 58.
63	Enter total of boxes 59.
64 Carrier	Remarks concerning charging Enter the remarks that are required for calculation and collection of the charges and shall be confirmed by the carrier's stamp: - If an excess cargo was recovered and reloaded onto a separate wagon on the transit route or on a railway in the destination country, then enter the remark: "Excess cargo reloaded"; - If the cargo is reloaded from one into multiple wagons, then enter the remark: "Reloaded onto ... (number) wagons due to ... (detailed reason)"; - Other remarks.
65 Carrier	To be raised additionally from the consignor Enter costs (details of costs and amounts) that are to be raised additionally from the consignor.

9. Completion of consignment note when applying different legal regimes for carriage of goods

9.1. These provisions are applied for carriage of goods between the countries that apply SMGS, and the countries that do not apply SMGS, provided that the carrier re-issues the consignment note at the station where the legal regime for carriage is changed.

9.2. Stations, where the legal regime for contract of carriage of goods is changed, shall be situated in the country applying SMGS and different international agreement that establishes legal rules concerning the contract of carriage of goods by rail.

9.3. When transporting the goods to the destination country that does not apply SMGS, the consignment note is to be drawn up as prescribed by these Rules, taking into account the following:

9.3.1. The box "Destination station" shall be specified by the consignor with the name and code of the station where the legal regime for carriage of goods is changed. In addition, the railway abbreviation and the note "To be delivered at ... station (final station and country of destination)" shall be stated;

9.3.2. The box "Consignee" is to be completed by the consignor and shall contain the abbreviation of the carrier that re-issues the contract of carriage at the station where the legal regime for carriage is changed;

9.3.3. The box "Consignor's declarations" shall contain the name and address of the final consignee, indicated by the consignor.

9.4. The carrier shall do the following actions at the station where the legal regime for carriage is changed:

9.4.1. The data from the SMGS consignment note shall be used by the carrier to issue a new consignment note under the different international agreement that establishes legal rules concerning the contract of carriage of goods by rail.;

9.4.2. Sheet 1 "Original copy of the consignment note" and sheet 6 "Arrival note" from the SMGS consignment note shall be attached by the carrier to the new document;

9.4.3. Upon the request of the consignor stated in the SMGS box "Consignor's declarations", the carrier shall hand over to the consignor one sheet of the new consignment note.

9.5. When transporting the goods from a country that does not apply SMGS, the carrier shall issue the SMGS consignment note at the station where the legal regime for carriage is changed. The data are taken from the consignment note under the different international agreement for carriage. The data are stated as follows:

9.5.1. The box "Departure station" shall contain the name and code of the station where the legal regime for carriage is changed. In addition, the railway abbreviation shall be stated.;

9.5.2. The SMGS consignment note shall be attached by a sheet from a different consignment note (other than SMGS) that is issued for the consignee and the remark "Consignment note ... (number and date) attached" shall be entered by the carrier in the box "Carrier's remarks" of the SMGS consignment note;

9.5.3. If the consignor made the relevant declaration in the different consignment note, then sheet 4 "Duplicate of the consignment note" shall be extracted by the carrier from the SMGS consignment note to be handed over to the consignor.

Section III Sealing

10. General provisions

10.1. Sealing is undertaken with the use of seals or locking and sealing devices (hereinafter referred to as sealing devices).

10.2. Sealing shall be applied only to those structural openings in wagons, ITUs or road vehicles that are supplied with sealing devices.

10.3. After the goods are loaded, the carrier or consignor shall attach seals to the wagon in accordance with national legislation.

11. Identification details

11.1. Seal identification details shall be as follows:

11.1.1. Name of the departure station and railway abbreviation;

11.1.2. Checkmark;

11.1.3. If a wagon/container is sealed with the consignor's seals, then the consignor's abbreviation shall be included;

11.1.4. If a wagon/container is sealed with the carrier's seals, then the carrier's abbreviation shall be included.

11.2. Locking and sealing devices shall have the following identification details:

11.2.1. Departure railway abbreviation;

11.2.2. Checkmark.

11.3. Sealing devices may be optionally marked with the name of departure station and consignor's name (which may be abbreviated if required).

SECTION IV

Special provisions for carriage of certain types of goods

12. Goods accompanied by the consignor's attendants

12.1. The goods listed below shall be accompanied by the consignor's attendants (hereinafter referred to as attendants):

12.1.1. Goods that need special care en route;

12.1.2. Perishable goods that need special tending, except for carriage in the carrier's refrigerated wagons and in refrigerated containers, ITUs or road vehicles operated by the carrier, with the single requirement that the proper temperature and humidity shall be provided. If refrigerating appliances and machinery for refrigerated wagons/containers, ITUs or road vehicles are operated by persons that are not the

carrier's staff members, then these persons shall be regarded as attendants and the relevant documents shall be issued.;

12.1.3. Animals;

12.1.4. Cargo on its own axles: railway engines, wagons of motor-coach trains, railway cranes, rail-riding track and construction machines.

12.2. The consignor shall be entitled to present for carriage other goods accompanied by an attendant.

12.3. No more than two attendants shall be engaged to accompany each loaded wagon. If goods are loaded onto more than one wagon and accompanied by a single consignment note, then the desired number of attendants shall be indicated by the consignor.

12.4. The consignor may substitute the attendants en route.

12.5. The attendant shall have sufficient experience, observe the rules, follow administrative regulations and safety regulations on railroad transport. The attendant shall have in his/her possession the desired documents, facilities, materials and tools. When accompanying animals, the attendant shall keep a register for animal care.

12.6. Following the details of attendants, which were stated by the consignor in the consignment note, the carrier issues the Certificate of cargo attendant (hereinafter referred to as Certificate) in accordance with the form given in Annex 4 of the Rules. This Certificate shall authorize the attendant to escort the cargo. The carrier may enter the additional details on the attendant in accordance with national legislation. Blank forms of the certificate shall be printed and completed in one of the official OSJD languages in accordance with the provisions of Article 15 "Consignment note" of SMGS.

The attendant shall have and keep about himself his certificate and make it available for inspection by the carrier's staff members, railway infrastructure manager and administrative authorities. The attendant shall return the certificate to the carrier at the station where the cargo escorting is terminated.

12.7. The box "Description of goods" of the consignment note shall contain the details as follows:

12.7.1. The consignor shall enter the remark "Accompanied by the consignor's attendants". If the attendants are to travel in a separate wagon or to accompany more than one wagon loaded, then the consignor shall additionally enter the remark "Attendants are in wagon no. ...";

12.7.2. The consignor shall enter full names of attendants, foreign passport numbers and other data for crossing of the state border. If the attendants accompany more than one wagon loaded or travel in a separate wagon, then enter the relevant data in the consignment note for the wagon with attendants;

12.7.3. If the attendants are substituted en route, then the consignor shall enter the remark "Substitution of attendants at ... (station name, railway abbreviation)";

12.7.4. Upon the substitution en route, the carrier shall cross out the invalid data in the consignment note and enter the details of new attendants.

12.8. If attendants travel in a separate wagon, then a separate consignment note for the wagon shall be issued.

12.9. The consignor shall have the right to authorize the attendant to discharge the consignor's liabilities and exercise the consignor's rights at obstacles for carriage and delivery. A scope of authority for attendants shall be specified by the consignor in the box "Consignor's declarations" of the consignment note.

12.10. If necessary, the consignor shall have the right to mount cast-iron furnaces working on solid fuel (coal and hardwood) to heat the wagon with attendants, following the fire regulations. In such a case the consignor shall supply fire-fighting equipment to the wagon and shall enter the remark "With furnace heating" to the box "Description of goods" of the consignment note.

12.11. If any wagon is detached en route from a group of wagons accompanied by attendants, and the escorting of this wagon is terminated, then the carrier shall operate in accordance with provisions of these Rules given in the section "Carrier's actions at obstacles for carriage". If it concerns the animals, the carrier shall settle the matter of further escorting the cargo in accordance with the national legislation of the country wherein the wagon was detached.

13. Perishable goods

13.1. The term "perishable goods" refers to goods that require special measures (cooling, heating, ventilation) to protect them against the effects of high or low ambient air temperatures or particular care or maintenance during carriage in agreement with standards, technical regulations and requirements.

13.2. The consignor shall present the perishable goods for carriage in proper quality and temperature condition in compliance with the national legislation in the departure country.

13.3. The consignor shall state the adequate protective measures and type of wagon or container for carriage of perishable goods taking into account their temperature condition and physical state before the shipment, shelf life, estimated date of delivery and extreme weather conditions throughout the entire route.

13.4. Perishable goods of different kinds may be shipped together in one wagon or container provided that they do not emit or absorb smells and odours and their conditions of carriage are identical.

13.5. Perishable goods that require certain protective measures, particular care or maintenance en route, shall be accepted for carriage on wagons or containers under the consignment note issued for goods on each wagon or container.

13.6. The consignor shall enter the remark "Perishable" in the box "Description of goods" of the consignment note. If the goods are transported in covered ventilated wagons, then the note "Ventilated" shall be stated as well.

13.7. The box "Consignor's declarations" of the consignment note shall contain the desired protective measures and temperature range for carriage throughout the entire route depending on the technical features of wagon or container. If the consignment note

does not contain these declarations from the consignor, then it shall be considered that no protective measures and temperature control are required.

14. Automotive machinery

14.1. Automotive machinery includes passenger cars, lorries, special vehicles, buses, trolley buses, tramways, their bodies, tractors, diggers, self-moving agricultural machines and other mobile machinery on wheels and on caterpillars (hereinafter referred to as machinery).

14.2. To ship the machinery in open rolling stock, the consignor shall make arrangements for carriage as follows:

- Removing and packing of easily detachable parts (without using the tools);
- Removing and packing or covering with packing material of all breakable details (glass articles, lamps, etc.). Transportation of machinery with breakable parts non-protected shall be permitted to satisfy the consignor's request stated with the remark "Carriage without protection of fragile parts" in the box "Consignor's declarations" of the consignment note;

- Locking of the doors in cabins, saloons, canopy bodies, cowls, trunks, compartments, etc., with the relevant latches and locks;

- Sealing of cabins, saloons, bodies, cowls if they are closed from the outside. Description of seals, checkmarks and fixation method shall be specified by the consignor;

- Draining off of water and fuel. The tanks shall have sufficient fuel remaining to load and unload the vehicles with their own means of propulsion but no more than 10 liters for vehicles with up to 5 tons carrying capacity or 15 liters for over 5 tons capacity.;

- Laying down the keys of all vehicles that are accompanied by a single consignment note and shipped in open rolling stock, into a key case with key tags labelled in accordance with vehicle registration numbers. The key case shall be transported in the saloon, cabin or trunk of one of the vehicles; the key for this vehicle shall be packed and placed under the consignor's seal and attached to the consignment note. The consignor shall state the remark "Key to vehicle no. ... " in the box "Consignor's declarations" of the consignment note.

14.3. The consignor shall pack the accessories that are to be shipped in cabins, saloons, trunks, canopy bodies. Boxes with bulky accessories that are to be stowed in open rolling stock outside the vehicles, shall be reinforced with metal strip. The consignor shall attach a contents sheet to each box.

14.4. If the machinery is shipped in open rolling stock by a single route, then the components, tools and accessories may be loaded onto covered wagon that is carried by the route.

14.5. The consignor shall draw up a packing list in two copies for each unit of equipment. Blank form of the packing list shall be printed and completed in one of the

official languages of the OSJD in accordance with the provisions of Article 15 "Consignment note" of SMGS.

If all the units of machinery are to pass through the same handling procedure for carriage, then the packing list may be stated for a group of units loaded onto the same wagon or for all the machinery accompanied by a single consignment note.

The packing list shall contain the following data:

- Description and quantity of fuel in the tank;
- Description and quantity of easily detachable parts that are disassembled from the vehicles, and their mounting locations;
- Number of packages with spare parts and tools as well as their mounting locations;
- Number of seals affixed, fixation points and checkmarks.

If spare parts, tools and easily detachable parts are carried separately in a covered wagon, then the remark "Spare parts and easily detachable parts are not included" shall be entered in the packing list.

One copy of the packing list shall be attached to the consignment note and the second copy shall be placed in the cabin, saloon, etc. Slings diagrams for handling the machinery with the use of lifting gears shall be attached if necessary.

14.6. The machinery shall be accepted for carriage by the carrier and handed over to the consignee, as follows:

– When transported in open rolling stock, the machinery shall be visually inspected for integrity; breakable parts shall be verified for protection against crashing; units of machinery and stand-alone boxes with bulky accessories shall be recounted; the consignor's seals shall be intact and their identification details shall be identical with the data in the packing list.;

– If the machinery is transported in covered wagons or containers, the activities shall be in accordance with procedures described in sections "Acceptance of goods for carriage" and "Delivery of goods" of these Rules.

15. Containers

15.1. Containers intended for carriage of goods shall comply with international agreements, standards and technical regulations that describe their characteristics and conditions of acceptance for international carriage with the use of rail transport.

15.2. Carriage of containers to stations not intended for handling of containers may be performed by agreement between the contractual carrier and the final carrier.

15.3. Containers that are provided by the carrier, shall not be used for carriage of bad-smelling goods or goods, after which the cleaning or disinfection of the containers is required.

15.4. The consignor shall examine the serviceability of the container for carriage regardless of who was the provider – consignor or carrier.

If containers provided by the consignor have any damages not effecting the safety of goods and shipment, then the containers may be accepted for carriage, but in this case the consignor shall specify the character and size of the damages in the box "Consignor's declarations" of the consignment note.

15.5. Weight of goods loaded in the container and number of packages shall be determined by the consignor. The weight of goods loaded plus the empty weight of the container shall not exceed the gross weight stated on the doors of the container.

15.6. The stowage and fastening of goods in container shall be arranged in such a way as to provide the safety of goods and safety conditions for the shipment while preventing the container from damage during its carriage and handling and to allow free opening and closing of doors.

15.7. The containers loaded with goods, except for containers with household goods, and empty refrigerated containers that are not accompanied by attendants, shall be sealed by the consignor.

Each structural opening in container that is supplied with a sealing device, shall be sealed with a single seal, and the seal for the doorway opening in large-tonnage container shall be affixed at the left hand of the sealing device on the door leaf that is to be closed after all the others.

15.8. If the container provided by the carrier has been damaged, then the carrier shall reload the goods to another container. If the carrier does not have a container that is suitable for reloading, or the goods can not be reloaded due to their features, or the damaged container has been provided for carriage by the consignor, then the carrier shall operate in accordance with the point "Carrier's actions at obstacles for carriage" of these Rules.

15.9. If containers are to be loaded onto a wagon by the consignor, then the consignor shall present to the carrier a complete set of containers in the wagon intended for one consignee at the destination station, or only one container, provided that they are stowed in the wagon with the maximized efficiency (maximum total gross weight of containers or maximum combination of gross weights for particular containers as well as load capacity of the wagon or its cubic capacity).

16. Intermodal transport units (except for containers) and road vehicles

16.1. The term "road vehicle" is applied to:

Road train – a towing truck coupled with semi-trailer or motor vehicle coupled with trailer;

Motor vehicle – a vehicle with stationary enclosed body;

Trailer – a transport unit containing an enclosed body with two chassis and is coupled to the towing vehicle with a tow hitch.

The ITU (except for containers) refers to:

Swap body – a transport unit containing fittings and special devices for handling by the loading facilities;

Semi-trailer – a transport unit containing an enclosed body on chassis.

16.2. Goods loaded into or onto ITUs, road vehicles shall be stowed and secured in such a way as to provide the safety of goods, ITUs, road vehicles and carriage.

Laden ITUs, road vehicles unaccompanied by attendants shall be sealed by the consignor.

16.3. Shipment of road trains and motor vehicles accompanied by the driver shall be deemed equivalent to shipment of goods accompanied by the consignor's attendants.

16.4. The consignor shall enter in the box "Description of goods" of the consignment note the details as follows:

16.4.1. If ITUs, road vehicles are loaded, then description and code of the ITU, road vehicle shall be stated, in accordance with cargo classification applied; In addition, the consignor shall specify a specific name of the vehicle (transport unit), composition of the road train and description of goods loaded on the ITU, road vehicle;

16.4.2. In empty ITUs, road vehicles, the description and code of the ITU, road vehicle shall be stated, in accordance with cargo classification applied, as well as a specific name of the vehicle (transport unit) and composition of the road train;

16.4.3. The remark "No humping" shall be entered;

16.4.4. When shipping the road vehicles and semi-trailers supplied with spare wheels, the consignor shall state the remark "Comes with ... (number of items) extra wheels".

16.5. If the ITUs, road vehicles have any damages not effecting the safety of goods and shipment, then these ITUs, road vehicles may be accepted for carriage, but in this case the consignor shall specify the character and size of the damages in the box "Consignor's declarations" of the consignment note.

16.6. When shipping the road trains and/or motor vehicles, the consignor shall lock the doors in cabins, saloons, cowls, trunks, compartments, fuel tanks, etc., with the relevant latches or locks. A canvas cover for road trains, motor vehicles, trailers, semi-trailers and swap bodies shall be undamaged and must have mounting fittings for its fastening to the vehicle body; loops and holes in the cover and in the body shall be intact; tiedown straps shall have no breaks or signs of joining; the ends of the main tiedown rope shall be secured with terminal fittings and tied in a knot.

If road trains, motor vehicles are not accompanied by attendants, the consignor shall seal the doors closed from the outside, in cabins, cowls, saloons, trunks, compartments, fuel tanks, and indicate the number of seals affixed, fixation points and checkmarks in the packing list, in accordance with procedures described in point 14 of these Rules for automotive machinery.

16.7. To accept for carriage the ITUs, road vehicles that are not accompanied by attendants, the carrier shall make a visual inspection of the vehicles; inspect the condition of canvas covers and their tiedown straps and ropes; verify whether the seals on the cargo compartments are available, intact and properly affixed and their checkmarks agree with the data specified in the consignment note and in the packing list that shall be drawn up as described in point 14 of these Rules.

16.8. If the ITUs, road vehicles unaccompanied by attendants, are delivered with seals and vehicle bodies (canvas covers) being undamaged and with their checkmarks

being agreed with the data specified in the consignment note and in the packing list that shall be drawn up as described in point 14 of these Rules, then the cargo shall be handed over to the consignee by an external visual inspection, without verifying the weight and condition of goods and number of packages inside.

16.9. If further transportation of the goods loaded on ITU, road vehicles is not available because of their damage en route, the carrier shall operate in accordance with the point "Carrier's actions at obstacles for carriage" of these Rules.

17. Unit loads

17.1. A unit load is a consolidated cargo package unitized with the use of unit load devices (ULD), which shall have the verify signs indicating the integrity of the unit load (seals, lock-jointed straps, shrink wrap, etc.). All unit loads from one consignment shall have the same verify signs.

17.2. Unit loads shall possess the following behaviour during the carriage and storage:

17.2.1. Mechanized loading, unloading and reloading shall be available;

17.2.2. The integrity of the unit load shall be assured (i.e. it is no possibility to remove any items from the unit load without having damaged the verify signs);

17.2.3. Cargo and railway safety shall be maintained;

17.2.4. Operators' safety shall be ensured during the loading, unloading, reloading and warehousing activities;

17.2.5. Dimensions of the unit load shall be proportional to dimensions of a wagon, container and, when shipped in open rolling stock, the unit load shall not exceed the loading gauge;

17.2.6. the unit load shall be stable and, if necessary, it can be secured to protect against the longitudinal and lateral deflection during transportation.

17.3. The consignor shall apply the protective marking, gross and net weight on the unit load. It is not necessary to apply markings to individual packages in the unit load.

17.4. The consignor may indicate on each unit load the data as follows:

– Maximum number of layers in stack;

– Data in fractional form, wherein the total number of unit loads is the numerator, and the total number of cargo units packed in these unit loads is the denominator. A sequential number of the unit load may be optionally enclosed within brackets.

17.5. The weight of the unit load (that is the cargo weight plus the weight of unit load devices or loading tackles) shall not exceed 1500 kg for carriage in covered and isothermic wagons or in large-tonnage containers, 1000 kg for carriage in medium-tonnage containers, 5000 kg for carriage in open rolling stock. These values may be increased if agreed between the participants in carriage.

17.6. In the consignment note the consignor shall enter the data as follows: the box "Number of packages" shall contain the fraction, wherein the numerator is the total number of unit loads, and the denominator is the total number of cargo units in the unit

loads; in the box "Type of packaging", the numerator is the word "unit load", and the denominator is a type of packaging for the cargo unit that is a part of the unit load. And if the cargo unit is unpacked, then the consignor shall enter the remark "no packing".

17.7. If unit loads are loaded onto wagon by the carrier, then he shall accept them for carriage by an external visual inspection, without verifying the number of units and weight of cargo in the unit loads.

17.8. When examining the cargo en route and at the destination station, the carrier shall verify the number of cargo units only in the damaged unit load. If the examination detects any cargo units damaged, then the carrier shall verify condition of goods in the damaged units.

18. Animals

18.1. If animals are carried, then the consignment note shall be issued for each wagon.

18.2. Animals shall be transported in special wagons or in covered wagons, specially prepared for such carriages by the consignor.

18.3. Before loading the animals, the wagons shall be treated by a veterinary disinfectant in accordance with national legislation in the country of loading.

18.4. When transporting bees, crawfish and fish alive, young fish, fertilized spawn, fertilized eggs that are destined for incubation and animal semen, the provisions given in the point "Perishable goods" of these Rules shall be applied.

18.5. The consignor shall provide the animals with forage and vessels for water storage and with beddings for the entire route taking into account the delivery period plus two days.

18.6. At the station of departure and en route the consignor shall provide the animals with water in suitable quantity to transport them to the stations where the carrier supplies water to the wagons for watering the animals. After providing the water or after receiving the voluntary abandonment made by the attendant, the carrier shall enter the remark that shall be confirmed by the attendant's signature, in the attendant's book and in the carrier's register for animal care.

If wagons with animals are delayed en route, then upon the request of attendants, the carrier shall supply water for animals irrespective of where the delay occurs.

18.7. The remarks "Animals" and "No humping" in the box "Description of goods" of the consignment note shall be entered by the consignor for the carriage of animals.

18.8. The consignor shall apply the labels of at least 148x105 mm on side walls of the wagon, beneath the wagon number, thus indicating the presence of animals in the wagon.



18.9. Waste of animals may be removed from wagons by attendants at the stations specified by the carrier, after the wagons being turned on a special line for cleaning.

Whether a suspicion arises or is confirmed concerning contagious diseases of animals en route, the wagons can not be cleaned and disinfected en route.

18.10. In case of a suspicion concerning a disease or mortality of animals, the attendant shall inform the carrier in writing, and the carrier shall operate in accordance with national law.

18.11. If any technical malfunction is revealed in the wagon with animals, then the carrier shall repair the wagon urgently. If the prompt repair is not available, then the carrier shall reload the animals into another wagon treated by a veterinary disinfectant if it is approved by a territorial subdivision of the veterinary-sanitary committee.

19. Sticking goods

19.1. The term "Sticking goods" refers to dry bulk that loses its flowability at outdoor temperatures below zero degrees Celsius due to sticking the particles of cargo to each other and to the ground and walls of wagon.

19.2. Before presenting the sticking goods for carriage, the consignor shall take care of goods to reduce their moisture to such a level that prevents pieces from sticking together.

19.3. If the lowest moisture level achieved does not prevent pieces from sticking together, then the consignor shall take preventive measures against sticking (hereinafter referred to as "preventive measures"), while complying with the national law.

19.4. The preventive measures shall be taken during the winter time throughout the entire route. If the consignor does not apply the preventive measures, then the carrier may refuse to accept the goods for carriage.

19.5. If transporting the sticking goods in winter time, the consignor shall enter the remark "Sticking" in the box "Description of goods" of the consignment note as well as specify the humidity level in percent and protective measures applied ("Goods are severely frozen", "Chalk (... %) applied", "Processed with ... oil (...%)", "Layers of sawdust applied" etc.) in the box "Consignor's declarations". When transporting the ground, clay, sand, chip stone and gravel aggregate, the consignor may not enter the values of humidity in the consignment note.

20. Long goods

If long goods are shipped on coupled flat wagons on 1520 mm gauge railway lines, then the remark "No humping" shall be entered by the consignor in the box "Description of goods" of the consignment note.

21. Flammable goods

21.1. Flammable goods are the goods that require the provision of enhanced fire safety measures. Flammable goods are listed in Annex 5 of these Rules.

21.2. When transporting peat, saw dust, wood chips and splints with relative humidity levels of less than 40% in open rolling stock in summer time, the consignor shall cover the cargo with tarpaulin or other material to protect against sparks and eliminate contamination of the environment.

21.3. When transporting flammable goods in covered wagons, the consignor shall take precautions before the loading to protect the wagons against fire.

21.4. If flammable goods are carried, then the remark "Flammable" shall be entered by the consignor in the box "Description of goods" of the consignment note. Moreover, goods carried in broad gauge (1520 mm) wagons shall be additionally accompanied by the remark "Protective distance 3/0-0-1-0".

22. Exceptional goods. Goods loaded within reduced or zonal loading gauge

22.1. Exceptional goods are the goods that in virtue of their technical parameters (weight, dimensions, structure features of one package) require special terms and conditions for carriage to be elaborated and agreed.

Exceptional goods include off-gauge goods, cargo traveling on a flat car or on its own axles, etc.

The term "off-gauge goods" refers to goods that exceed the loading gauge for at least one of the railways participating in their carriage, when being stowed in open rolling stock.

The carrier shall make a decision on whether to transport the exceptional cargo, and determine the terms and conditions for carriage, taking into account the technical features of railway infrastructure and rolling stock.

22.2. If off-gauge goods are to be carried on 1520 mm gauge railway lines, then the remark "Off-gauge cargo ... (code for oversized cargo)" shall be entered in the box "Description of goods" of the consignment note. And for the other railway lines the note "Off-gauge cargo at ... (railway abbreviations)" shall be entered. The relevant remark shall be drawn down on both longitudinal sides of the cargo body.

22.3. If off-gauge cargo is accompanied with a frame for verifying the loading gauge, then the consignor shall enter the remark "The reference frame is mounted on wagon no. ..." in the box "Description of goods" of the consignment note for the cargo.

The consignment note for the wagon with the reference frame affixed, shall contain the following remarks:

- If the wagon with the reference frame is empty, then "The wagon is booked for the reference frame accompanying the cargo in wagon no. ...";

- If the wagon with the reference frame is loaded with goods, then "The wagon is fitted with the reference frame for goods in wagon no. ...".

22.4. If off-gauge goods and/or cargo on flat wagons of 1520 mm gauge are to be carried, then the remark "No humping" or "Do not hump" shall be entered by the consignor in the box "Description of goods" of the consignment note. The relevant remark shall be drawn down on both longitudinal sides of the cargo body. The remarks are applied at the carrier's discretion.

22.5. If off-gauge goods and/or cargo on flat wagons are to be carried, then the consignor shall stencil the reference lines in bright color on the ground of the wagon and on the cargo using the indelible paint.

22.6. The box "Carrier's remarks" of the consignment note shall contain details on required agreement for carriage of exceptional goods for the participating railways, entered by the carrier.

22.7. If it is required to limit the speed due to technical characteristics of goods, then the consignor shall enter the remark "Speed no more than ... km/h" in the box "Description of goods" of the consignment note.

22.8. If goods are loaded on wagons of 1520 mm gauge within reduced or zonal loading gauge, then the remark "Reduced loading gauge" or "Zonal loading gauge" shall be entered by the consignor in the box "Description of goods" of the consignment note.

23. Household goods

23.1. If household goods are transported, the consignor shall draw up and sign a packing list in four copies.

The packing list shall contain the data as follows:

- consignment number;
- Names of the stations of departure and destination;
- Consignor's and consignee's name;
- Type of packaging;
- Markings (identifying features of each package);
- Description and number of items in each package;
- Number of packages in the consignment;
- Cost of each item;
- Integrated cost of each package;
- Total cost of the household goods.

One copy of the packing list is to be kept by the carrier at the departure station; the second (signed and stamped by the carrier) is to be kept by the consignor; the third is to be attached to household goods or wagon, container; the fourth is to be attached to the consignment note for delivering to the destination station.

23.2. Household goods transported in wagon, may be accompanied by an attendant.

23.3. When taking over the household goods that are loaded onto wagon or container, the carrier shall make an external visual inspection of the wagon or container and seal it in the presence of the consignor, the carrier's seal is considered to be equal to the consignor's seal.

24. Corpses

24.1. Corpses are to be transported in a wagon.

24.2. A corpse shall be accepted for carriage in a strong, air tight, metallic or tin-lined wooden casket. The casket shall be enclosed in a wooden box and affixed.

24.3. Baggage of the deceased with total weight of up to 500 kg may be loaded onto the wagon wherein the casket is stowed. The baggage is transported without additional carriage charges. The list of goods of the deceased shall be attached to the consignment note.

SECTION V Operations with goods en route

25. General provisions

25.1. If the event caused by circumstances beyond the carrier's control, takes place en route as follows:

- Carriage of goods is delayed, or
- A wagon is detached from a group of wagons, or
- The wagon loaded by the consignor is found to be overweighed beyond its load capacity or the full static load carrying capacity exerted by a wheelset of the wagon on the rails is found to be exceeded, or

- Goods are reloaded from one wagon into another for the same track gauge,
and:

- The carrier ascertains infringements of the SMGS provisions committed by the consignor, or

- The carrier replaces seals or applies new seals instead of the missing ones or poorly visible or possessing the checkmarks which differ from the description given in the consignment note, or

- The carrier finds that accompanying documents listed in the consignment note, are lost,

Then the carrier shall draw up the document describing the abovesaid circumstances as well as specify the delay time, if any, then attach this document to the consignment note and enter the remark in the box "Carrier's remarks" as follows: " ...

(description of the document created by the carrier en route to confirm the circumstances that affect or could affect the carriage of goods, document number, date of creation, station name and railway abbreviation)".

25.2. If the carrier replaces the seals or applies new seals instead of the missing ones, then the carrier shall enter the remark in the box "Carrier's remarks" of the consignment note as follows: "... (number of) seals/sealing devices with the checkmark ... replaced by ... (number of) seals/sealing devices with the checkmark ..." or "... (number of) seals/sealing devices with the checkmark ... replaced by ... affixed to replace the missing seals".

25.3. If reloading is required due to changing the track gauge, then the details on the number and checkmarks of seals affixed to the wagon, wherein the goods were reloaded, shall be entered by the carrier in the box "Carrier's remarks" of the consignment note.

25.4. If a formal report is drawn up en route, then the carrier shall attach one copy of the report to the consignment note and may use the other copies, with all the annexes attached, at his disposal.

25.5. If a reloading of goods cannot be completed or the goods cannot be delivered under an electronic consignment note then the carrier who has custody of the goods shall replace the electronic consignment note and attached electronic documents with the paper consignment note and paper documents with due regard to the requirements of these Rules concerning the form and the number of the copies.

The carrier shall enter the remark in the box 30 "Carrier's remarks" of the paper and the electronic consignment note as follows: "Transition from electronic form to paper form of the consignment note" and confirm it by date stamp.

26. Carrier's actions in the event of administrative measures assumed by authorised bodies

26.1. If a wagon, ITU, road vehicle, automotive machinery unit is opened by request of administrative authorities, then the carrier shall draw up an opening report. A blank form of the opening report is given in Annex 6 of these Rules. If an automotive machinery unit is opened, then its identification number shall be indicated in the opening report.

One copy of the report accompanied by the seals detached from the wagon, ITU, road vehicle, automotive unit shall be kept by the carrier that drew up the report, and the second shall be attached to the consignment note and forwarded together with the goods to the destination station to be delivered to the consignee.

26.2. When drawing up the opening report, the carrier shall enter the remark "Opening report dated ... (date) at ... station on ... (railway)" in the box "Carrier's remarks" of the consignment note.

26.3. When opening two and more wagons consigned under a single consignment note, then it is permitted to draw up a single opening act for these wagons.

When opening two and more containers consigned under a single consignment note, then it is permitted to draw up a single opening act for these containers.

26.4. New seals are affixed to wagons, ITUs, road vehicles, automotive machinery units in the presence of the carrier and administrative authorities that required to perform the opening procedure.

26.5. When handing over the accompanying documents to the administrative authority, the carrier shall enter the remark "... (description of the accompanying document) No... seized at ... station" in the box "Carrier's remarks" of the consignment note. If it is stated in the consignment note that a certain accompanying document shall be seized at a certain railway, then the above remark is not to be entered.

26.6. If a cargo is seized by the state authorities, then the carrier that was supervising the cargo, shall communicate with the contractual carrier and final carrier to send a notice to the consignor and consignee.

27. Carrier's actions in excess of the load capacity of wagon or of full static load carrying capacity of a wheelset on the rails

27.1. If an excess cargo was recovered on a railway in the departure country, then the carrier shall unload and present the cargo to the consignor in accordance with the national legislation.

27.2. If the excess was recovered on a through railway line or in the destination country, then the carrier shall reload it in a separate wagon and route to the destination station. The remark "Excess cargo reloaded" shall be entered in the box "Remarks concerning charging" of the consignment note and confirmed by the carrier's stamp.

27.3. If an excess cargo and the major part of goods are despatched at the same time, then details of the wagon wherein the excess is loaded, shall be entered in the boxes "Wagon", "Wagon provided by", "Load capacity", "Axles", "Empty weight", "Type of tank" of the consignment note. And the weight of cargo (number of packages) shall be entered against the number of the wagon in the boxes "Weight of goods" (reloaded) and "Number of packages" (reloaded) of the consignment note.

27.4. If the reloaded excess cargo is subsequently forwarded after despatching the major part of goods, then the carrier shall draw up the document for despatching the excess cargo to the destination station, and the remark "Goods ... (kg/items) forwarded subsequently to ... (document number and description)" shall be stated in the box "Carrier's remarks" of the consignment note.

28. Carrier's actions in the absence of the consignment note

28.1. When revealing a cargo unaccompanied by the consignment note or discovering that particular sheets of the consignment note are missing, then the carrier shall state the loss in a formal report.

28.2. When revealing a cargo unaccompanied by the consignment note or discovering that particular sheets of the consignment note are missing, then the carrier shall draw up a new consignment note or the sheets instead of the missing ones.

In the new consignment note or particular sheets the remark shall be stated in the upper empty box as follows: "Consignment note instead of the missing one" or "Sheet ... instead of the missing one".

28.3. If the carrier has insufficient details to prepare the new consignment note or its particular sheets, then the carrier shall request the necessary background from the contractual carrier.

28.4. If the continuation sheet, Wagon list or Container list is missing, then the carrier shall operate in accordance with points 28.1–28.3 of these Rules.

29. Carrier's actions in the loss of cargo

When finding out the loss of the cargo, the carrier that was supervising the cargo shall report the information to the contractual carrier for sharing the information with the consignor and to the final carrier for sharing the information with the consignee. And the carrier shall forward the consignment note with the accompanying documents and formal report to the destination station for presenting to the consignee in accordance with the national legislation.

30. Carrier's actions at obstacles for carriage

30.1. If any obstacle for carriage arises and the carrier takes a decision to request instructions from the consignor, then he shall request the necessary details from the contractual carrier.

30.2. The consignor shall give instructions to the contractual carrier and the contractual carrier shall forward them to the carrier that has made the request.

30.3. The carrier that is supervising the cargo, shall cross out the original data in the consignment note so as to keep them legible, and enter new details as directed by the consignor. And the carrier shall specify the reason and period of delay in the box "Extension of delivery period".

If the cargo is deviated from the route stated in the consignment note, then the carrier shall enter the remark "Deviated from the route due to ... (circumstances preventing the carriage)" in the box "Carrier's remarks" of the consignment note which shall be confirmed by the carrier's stamp.

31. Carrier's actions at reloading because of changing the track gauge

31.1. If goods are to be reloaded because of changing the railway track gauge, then the reloading carrier shall cross out the details of the original wagon so as to keep them legible, and enter details for the wagon wherein the cargo is reloaded, in the boxes "Wagon", "Wagon provided by", "Load capacity", "Axles", "Empty weight", "Type of

tank" of the consignment note. If the cargo is reloaded on two or more wagons, then the details of each new wagon shall be specified.

The box "After reloading" of the consignment note shall contain the weight of goods and number of packages reloaded. When reloading from one wagon to two or more wagons, these data shall be entered separately for each new wagon. The remark "Reloaded onto ... (number) wagons due to ... (detailed reason)" shall be entered in the box "Remarks concerning charging" of the consignment note and confirmed by the carrier's stamp.

31.2. When reloading the cargo that exceeds the loading gauge (off-gauge goods), the carrier shall enter the relevant remarks in the box "Description of goods" of the consignment note. The relevant remarks shall be drawn down on both longitudinal sides of the cargo.

32. Carrier's actions at reloading without changing the track gauge

32.1. If goods are to be reloaded from a single wagon to more than one wagon without changing the track gauge, then the reloading carrier shall cross out the details of the original wagon so as to keep them legible, and enter below the details for each wagon wherein the cargo is reloaded, in the boxes "Wagon", "Wagon provided by", "Load capacity", "Axles", "Empty weight", "Type of tank" of the consignment note. And the relevant data shall be entered for each new wagon in the boxes "Weight of goods" (after reloading) and "Number of packages" (after reloading). In addition, if the goods are reloaded onto more than one wagon, then the carrier shall enter the remark in the box "Remarks concerning charging" of the consignment note as follows: "Reloaded onto ... (number) wagons due to ... (detailed reason)".

32.2. If the reloaded excess cargo is subsequently forwarded after despatching the major part of goods that is accompanied by the consignment note, then the carrier shall draw up the document for despatching the excess cargo to the destination station, and the remark "Goods ... (kg/items) forwarded subsequently to ... (document number and description)" shall be stated in the box "Carrier's remarks" of the consignment note confirmed by the carrier's stamp.

33. Carrier's actions when detaching the wagons

If one or more wagons are detached en route from a group accompanied by a single consignment note, then the carrier shall draw up a document for each detached wagon for despatching it to the destination station.

The box "Carrier's remarks" of the consignment note shall contain the remark "Wagon No ... forwarded subsequently to ... (document number and description)" confirmed by the carrier's stamp.

The carrier shall enter the remark "Wagon detached" against the details of the detached wagon in the box "Carrier's remarks" of the Wagon list or Container list or in the box "Wagon" of the consignment note.

SECTION VI

Changing a contract of carriage

34. Process of changing a contract

34.1. Changes in a contract of carriage shall be made in virtue of written declaration obtained from the consignor or consignee.

34.2. The declaration of changes in contract of carriage (hereinafter referred to as "declaration") shall contain as follows:

34.2.1. Details from the consignment note are listed below:

- Consignment number;
- Wagon/container number;
- Consignor and consignee;
- Stations of departure and destination;
- Description of goods;

34.2.2. Direction to the carrier for changing the contract of carriage:

- New station of destination and new border stations en route if they are changed, with codes and railway abbreviations;

- Abbreviations and codes of new participating carriers with their railway lines involved;

- New consignee, with code and postal address;

34.2.3. Other details required to change the contract of carriage, including the name and customer code of the payer of carriage charges.

34.3. The consignor shall hand over the declaration to the contractual carrier, and the consignee shall hand over the declaration to the carrier delivering the goods.

The consignor shall copy the text of declaration into the box "Consignor's declarations" of sheet 4 "Duplicate of the consignment note" and present the sheet to the contractual carrier coupled with the original declaration. The text of declaration in the consignment note shall be confirmed by the date stamp of the contractual carrier.

34.4. If the contract of carriage is changed, then the carrier shall cross out the invalid data so as to keep them legible and state the new details and enter the remark in the box "Carrier's remarks" of the consignment note as follows: "Diverted to ... (station) station to consignee ... (consignee's name) in accordance with ... (document description and date)" confirmed by the date stamp of the carrier. The box "Description of goods" shall contain the remark "Contract of carriage has changed" confirmed by the stamp of the carrier.

34.5. After receiving the declaration on changes in contract or on abandonment of changes in contract, the carrier shall send a notice to the consignor or consignee.

SECTION VII

Formal report

35. Formal report procedure

35.1. A formal report shall contain the details as follows:

35.1.1. Date of arising the circumstances that constitute grounds for the formal report procedure, station name and railway abbreviation, where the formal report is to be drawn up, the name of the carrier writing the report.;

35.1.2. Name of consignor and consignee, stations of departure and destination, description of goods, number of packages, type of packaging, weight of cargo (kg), details of who loaded the goods, consignment number, number of wagon, ITU, road vehicle, load capacity of the wagon and date of the contract of carriage as given in the consignment note;

35.1.3. Date of arrival of goods to the station where the formal report is drawn up, number of train;

35.1.4. Number and checkmarks of the seals attached to a wagon, ITU, road vehicle;

35.1.5. Result of cargo examination; number and date of an expert's report (if the report is drawn up);

35.1.6. Description and number of documents attached to the formal report, number and checkmarks of the seals affixed

35.2. The formal report shall be signed by representatives of the carrier and consignor if he took part in the examination procedure.

35.3. Each consignment shall be accompanied by its own formal report.

If more than one consignment of goods of the same designation is shipped from one consignor at the departure station to one consignee at the destination station, then a single formal report may be drawn up at the destination station for the consignments, provided that circumstances constituting grounds for the formal report, are alike.

35.4. If the measured weight is found to be not equal to details given in the consignment note, then the formal report shall be drawn up only if the value is found to be beyond the permitted limits given in Art. 43 SMGS "Limitation of liability in the case of weight deficiencies" or if the weight of dry or liquid bulk increased by more than 1% (in the case of other goods by more than 0,2%) when comparing with the weight of cargo stated in the consignment note.

35.5. When writing a formal report, the carrier shall enter the details in the box "Formal report" of the consignment note as follows: the report number and date of completion, station name and railway abbreviation wherein it is drawn up. The data shall be confirmed by the carrier's stamp.

35.6. A blank form of formal report is given in Annex 7 of these Rules.

35.7. The blank form of the formal report shall be printed and completed in one of the official languages of the OSJD in accordance with Article 15 "Consignment note" of SMGS.

The blank form of the formal report, as well as the entries in all or some fields of the report, may contain translation into another language.

The formal report may be drawn up in the national language accompanied by translation into one of the official languages of the OSJD in accordance with Article 15 "Consignment note" of SMGS.

35.8. If the blank form of the formal report is to be printed on separate sheets, then each sheet shall be marked with numbers and signatures and confirmed by the date stamp of the carrier at the station where the formal report is prepared. A number of the formal report shall be indicated in the upper section of each sheet. Once completed, the formal report shall have all the sheets stapled together.

35.9. In case of insufficient space in boxes of the formal report, the carrier shall enter the details from each box separately into a continuation sheet. The continuation sheet shall be affixed to the formal report and be a component part of it. The continuation sheets shall have the same paper format as the formal report. The relevant boxes of the formal report shall contain the remark "See the continuation sheet".

The upper section of the continuation sheet shall contain the number of the formal report. All the sheets shall be signed by the same persons as the formal report, and confirmed by the date stamp of the carrier.

35.10. One copy of the formal report shall be handed over to the consignee.

SECTION VIII

Delivery of goods

36. Arrival notification to the consignee

The carrier shall notify the consignee that the goods are arrived at the destination station and his activities shall be in accordance with national legislation.

37. Delivery procedure

37.1. The sheets of the consignment note that are issued for the consignee as well as the accompanying documents attached, shall be handed over by the carrier to the consignee. The consignee shall state the date, signature and other details in the box "Delivery of goods" in accordance with the national legislation in the country of destination.

37.2. The goods shall be issued after their delivery is prepared in the consignment note unless otherwise provided in the agreement between the carrier and the consignor. They shall affix signatures to the document provided in accordance with the national legislation in force in the country of delivery.

37.3. If the major part of goods accompanied by the consignment note has arrived at the destination station before the reconsigned part, then the carrier shall draw up a formal report for the undelivered goods.

Carriage charges shall be paid for the total cargo as indicated in the consignment note.

To take the reconsigned part that arrives later than the major part, the consignee shall present the consignment note and formal report to the carrier. The box "Carrier's remarks" in Sheet 6 of the consignment note shall include the remark "Reconsigned part of cargo issued" entered by the carrier and confirmed by his stamp thereafter the carrier shall return the consignment note to the consignee. The carrier shall keep the formal report after stating in the report that the reconsigned part of cargo has been issued, with the date of issue.

37.4. If the cargo is loaded by the consignor into a wagon, road vehicle or ITU (except for container) that is found to be undamaged at the delivery and the cargo is found with the seals being intact, then the cargo shall be handed over from the charge of the carrier into the charge of the consignee by an external visual inspection of the wagon, road vehicle or ITU, hatches and doors, with all seals intact and tallying with the marks specified in the consignment note.

The number of packages, weight and condition of goods shall not be verified.

37.5. A cargo loaded by the consignor in container, shall be handed over from the charge of the carrier into the charge of the consignee under the procedure as follows:

37.5.1. By an external visual inspection of the container, hatches and doors, with all seals present and intact and agree with the marks specified in the consignment note provided that:

37.5.1.1. large-tonnage containers are taken over by the carrier from the consignor after being loaded on flat wagons, with doors facing outwards;

37.5.1.2. containers are loaded on a wagon by the carrier at the departure station;

37.5.1.3. containers are unloaded from a wagon by the carrier at the destination station;

37.5.1.4. containers are reloaded by the carrier from one wagon into another or re-arranged en route;

37.5.2. By an external visual inspection of the containers provided that:

37.5.2.1. medium-tonnage containers are taken over by the carrier from the consignor after being loaded on a wagon, and are transported by the carrier without being reloaded or re-arranged en route and shall be unloaded by the consignee;

37.5.2.2. large-tonnage containers are taken over by the carrier from the consignor after being loaded on a flat wagon with doors facing inside or on a gondola wagon, and are transported by the carrier without being reloaded or re-arranged en route and shall be unloaded by the consignee.

37.6. If goods are loaded into open wagons/containers and the number of packages is entered in the consignment note, then the cargo shall be handed over from the charge of the carrier into the charge of the consignee without verifying the weight.

They shall only inspect the outside of clearly visible cargo packages (or their parts) and verify the protective marking, as well as count the number of packages if it is possible.

37.7. If goods are loaded into open wagons/containers and the number of packages exceeds 100, then the goods shall be handed over from the charge of the carrier into the charge of the consignee without verifying the weight. They shall only inspect the outside of clearly visible cargo packages (or their parts) and verify the protective marking.

37.8. If a bulk cargo is loaded onto open wagons, then the cargo shall be handed over from the charge of the carrier into the charge of the consignee at an external visual inspection of the bulk surface which shall be smooth and without depressions.

37.9. If the cargo is accompanied by attendants, then the carrier shall hand over the cargo to the consignee without verifying the number of packages and their weight as well as the condition of goods and seals.

37.10. Cargo on its own axles, unaccompanied by attendants shall be handed over from the charge of the carrier into the charge of the consignee at an external visual inspection.

37.11. Goods packed in unit containers as well as the individual items without packaging, that are unloaded by the carrier, shall be handed over from the charge of the carrier into the charge of the consignee by carrying out an external visual inspection and verifying the number of packages.

37.12. The consignor's loading tackles shall be handed over from the carrier to the consignee together with the goods.

38. Inspecting the weight and condition of goods and counting the number of packages

38.1. If the carrier shall participate in the verification of the weight and condition of goods or number of packages, then the procedures are to be carried out as follows:

38.1.1. If the weight of goods, packed or unpacked, has been determined by the standard weight or by the labelled value before handing over the goods for carriage, then the number of packages in the consignment shall be verified. If any packages are damaged in the consignment, then the number of cargo items or weight or condition of goods shall be verified. If the weight of goods has been determined by label, then the numbering of packages shall be verified;

38.1.2. If unit containers are found to be damaged or other circumstances could affect the condition of goods, then the weight or number of cargo items shall be verified, as well as the condition of goods in the damaged packages, which shall be opened to compare the contents with details given in the accompanying documents;

38.1.3. If the goods are carried in open boxes, then the number of packages and weight of goods, or the number of packages and number of cargo items in each box shall be verified;

38.1.4. If goods are carried in the dry or liquid bulk, then the total weight of the cargo shall be verified.

38.2. If goods are carried in dry or liquid bulk and loaded in more than one wagon under the single consignment note, then verification shall be carried out by comparing the total weight of the cargo from all the wagons with the total value given in the consignment note.

38.3. If the cargo weight is determined by weighing on the wagon weighbridge, then the wagon tare is taken to be the value marked on the wagon.

If the wagon tare is verified before loading the cargo or after unloading, then the measured value is taken to be the wagon tare in calculations of the cargo weight.

38.4. If the weight is within the permitted limits in accordance with the point 35.4 of these Rules but does not correspond to the details given in the consignment note, then the carrier shall enter the remark in the box "Carrier's remarks" of the consignment note as follows: "Verified weight of goods: ... kg" The remark shall be confirmed by the carrier's stamp.

39. Actions at obstacles for delivery of goods

39.1. If any obstacle for delivery arises, then the carrier shall request the consignor's instructions from the contractual carrier.

39.2. The consignor shall give instructions to the contractual carrier and the contractual carrier shall forward them to the carrier that has made the request.

SECTION IX Claims

40. Complaint procedure

40.1. The list of addresses of carriers to forward claims for further handling is given in Annex 5 to SMGS "Network Information Manual".

40.2. If the carriage was performed under an electronic consignment note then the claimant may not attach an electronic consignment note and an electronic formal report to the claim. Instead of this, the claimant shall enter the following data in the letter of claim: the consignment number, the departure station, the destination station, the formal report number and name of the carrier by whom the formal report was completed.

If the carriage was performed under a paper consignment note then the claimant shall attach the following original documents to the claim:

40.2.1. Claim for total loss of goods:

- Consignor – "Duplicate of the consignment note" (Sheet 4 of the consignment note);

- Consignee – "Duplicate of the consignment note" (Sheet 4 of the consignment note) or "Original copy of the consignment note" (Sheet 1 of the consignment note) and "Arrival note" (Sheet 6 of the consignment note) and with the carrier's remark "Non-arrival" entered in the box "Date of arrival" of the consignment note;

40.2.2. Claim for partial loss of or damage to (hurt to) goods – Consignor or consignee – "Original copy of the consignment note" (Sheet 1 of the consignment note) and "Arrival note" (Sheet 6 of the consignment note) and the formal report presented by the carrier to the consignee at the destination station;

40.2.3. Claim for exceeding the delivery period – Consignor or consignee – "Original copy of the consignment note" (Sheet 1 of the consignment note) and "Arrival note" (Sheet 6 of the consignment note);

40.2.4. Claim for exceeding the carriage charges:

- Consignor – "Duplicate of the consignment note" (Sheet 4 of the consignment note) or another document issued in accordance with the national law in force in the country of reclamation;

- Consignee – "Original copy of the consignment note" (Sheet 1 of the consignment note) and "Arrival note" (Sheet 6 of the consignment note);

- Person that has paid carriage charges pursuant to § 2 of Article 31 "Payment of carriage charges and penalties" – any documents to confirm the claims.

40.3. Claim for partial loss of or damage to (hurt to) goods shall be accompanied by the documents confirming the value of the goods.

40.4. A claimant shall attach other documentation to prove the claim, if necessary.

Supplement 1
to Annex 1 «Rules for
transportation of goods» to
SMGS

SPECIMEN OF
THE SMGS CONSIGNMENT NOTE

- Sheet 1: Original copy of the consignment note (for the consignor)
- Sheet 2: Invoice (for the carrier handing over the goods to the consignee)
- Sheet 3: Delivery note (for the carrier handing over the goods to the consignee)
- Sheet 4: Duplicate of the consignment note (for the consignor)
- Sheet 5: Goods acceptance note (for the contractual carrier)
- Sheet 6: Arrival note (for the consignee)
- unnumbered: Duplicate invoice (additional copy)

(If the sample SMGS consignment note is used for the conclusion of the contract of carriage then the dimensions of the fields of the consignment note indicated in italics (within these fields) shall be not printed)

Original copy of the consignment note (for the consignor)

29 Consignment No.

1 Оригинал накладной (для получателя)

210x297

13x45

SMGS Consignment Note Contractual carrier	1 Consignor 23x94			5x20			2 Departure station 10x94			5x20			
	Signature						3 Consignor's declarations						
	4 Consignee 23x94			5x20						44x94			
	5 Destination station 15x106			5x20			8 Wagon is provided by 9 Load capacity 10 Axles 11 Empty weight 12 Type of tank			6x94			
6 Border stations at crossing points 35x65			7 Wagon			8	9	10	11	12	After transhipment		
			4x45									13 Cargo weight	14 Number of packages
			4x45			4x8	4x10	4x8	4x15	4x10		4x24	4x16
15 Description of goods 65x95			16 Type of packaging		17 Number of packages		18 Weight (kg)		19 Seals				
			65x20		65x20		65x20		Number		Checkmarks		
									5x10		5x35		
23 Payment of carriage charges 35x95			22 Carriers			(Route sections from/to)			(Codes of stations)				
			9x35			9x50			4.5x20				
24 Documents attached by the consignor 34x95			25 Data not intended for the carrier: delivery contract number			20x105							
26 Date of the contract of carriage		27 Date of arrival		28 Remarks for customs and administrative procedures									
35x47.5		35x47.5		35x105									

Charging sections
Разделы по расчёту провозных платежей

					Charges to be paid by the consignor		Charges to be paid by the consignee		
A	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Б	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
B	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Г	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Д	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
E	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kgr	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
64 Remarks concerning charges					Grand total ▶	60	61	62	63
43x128					▶ 65 To be raised additionally from the consignor				

Invoice (for the carrier handing over the goods to the consignee) 10x297
 2 Дорожная ведомость (для перевозчика, выдающего груз получателю)

29 Consignment No. 13x45

45x12 SMGS Consignment Note Contractual carrier	1 Consignor 23x94 Signature			5x20		2 Departure station 10x94					5x20	
	4 Consignee 23x94			5x20		3 Consignor's declarations 44x94						
	5 Destination station 15x106			5x20								
	6 Border stations at crossing points 35x65			7 Wagon 4x45 4x45		8 4x8	9 4x10	10 4x8	11 4x15	12 4x10	After transshipment 13 Cargo weight 4x24	
15 Description of goods 65x95				16 Type of packaging 65x20	17 Number of packages 65x20	18 Weight (kg) 65x20	19 Seals		Number		Checkmarks	
							5x10		5x35			
							20 Locality		7x45			
							21 Method for determining the cargo weight		13x45			
23 Payment of carriage charges 35x95				22 Carriers		(Route sections from/to)				(Codes of stations)		
				9x35		9x50				4.5x20		
24 Documents attached by the consignor 34x95				25 Data not intended for the carrier: delivery contract number 20x105								
				26 Date of the contract of carriage 35x47.5		27 Date of arrival 35x47.5		28 Remarks for customs and administrative procedures 35x105				

Charging sections
Разделы по расчёту провозных платежей

					Charges to be paid by the consignor		Charges to be paid by the consignee		
A	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Б	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	frt				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
В	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Г	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
Д	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
E	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency	
	fr				48	49	50	51	
	to								
	40 Ancillary charges	=	=	=	52	53	54	55	
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶		56	57	58	59	
64 Remarks concerning charges					Grand total: ▶	60	61	62	63
43x128					▶ 65 To be raised additionally from the consignor				

Invoice (additional copy)

Дорожная ведомость (дополнительный экземпляр)

210x297

29 Consignment No.

13x45

SMGS Consignment Note Contractual carrier	1 Consignor <div style="text-align: center;">23x94</div> Signature		5x20	2 Departure station <div style="text-align: center;">10x94</div>					5x20	
	4 Consignee <div style="text-align: center;">23x94</div>		5x20	3 Consignor's declarations <div style="text-align: center;">44x94</div>						
	5 Destination station <div style="text-align: center;">15x106</div>			5x20	8 Wagon is provided by 9 Load capacity 10 Axles 11 Empty weight 12 Type of tank <div style="text-align: right;">6x94</div>					
6 Border stations at crossing points <div style="text-align: center;">35x65</div>		7 Wagon <div style="text-align: center;">4x45</div>		8	9	10	11	12	After transshipment	
		<div style="text-align: center;">4x45</div>		4x8	4x10	4x8	4x15	4x10	13 Cargo weight	14 Number of packages
									4x24	4x16
15 Description of goods <div style="text-align: center;">65x95</div>				16 Type of packaging <div style="text-align: center;">65x20</div>	17 Number of packages <div style="text-align: center;">65x20</div>	18 Weight (kg) <div style="text-align: center;">65x20</div>	19 Seals		Number	Checkmarks
							5x10	5x35		
							20 Loaded by <div style="text-align: right;">7x45</div>			
							21 Method for determining the cargo weight <div style="text-align: right;">13x45</div>			
22 Carriers <div style="text-align: center;">10x95</div>				(Route sections from/to)		(Codes of stations)				
				9x35	9x50	4.5x20				
23 Payment of carriage charges <div style="text-align: center;">35x95</div>										
24 Documents attached by the consignor <div style="text-align: center;">34x95</div>				25 Data not intended for the carrier: delivery contract number <div style="text-align: center;">20x105</div>						
				26 Date of the contract of carriage <div style="text-align: center;">35x47.5</div>		27 Date of arrival <div style="text-align: center;">35x47.5</div>		28 Remarks for customs and administrative procedures <div style="text-align: center;">35x105</div>		

Charging sections
Разделы по расчёту провозных платежей

					Charges to be paid by the consignor		Charges to be paid by the consignee	
A	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Б	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
В	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Г	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Д	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Е	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	от				48	49	50	51
	до							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
64 Remarks concerning charges				Grand total: ▶	60	61	62	63
43x128				▶	65 To be raised additionally from the consignor			

Delivery note (for the carrier handing over the goods to the consignee)
 3 Лист выдачи груза (для перевозчика, выдающего груз получателю)

2.10x297

29 Consignment No.

13x45

SMGS Consignment Note Contractual carrier	1 Consignor 23x94		5x20	2 Departure station 10x94				5x20		
	Signature			3 Consignor's declarations 44x94						
	4 Consignee 23x94		5x20							
	5 Destination station 15x106		5x20							
6 Border stations at crossing points 35x65		7 Вагон 4x45 4x45	8 4x8	9 4x10	10 4x8	11 4x15	12 4x10	After transshipment 13 Cargo weight 4x24	14 Number of packages 4x16	
15 Description of goods 65x95		16 Type of packaging 65x20	17 Number of packages 65x20	18 Weight (kg) 65x20	19 Seals		20 Loaded by 7x45		21 Method for determining the cargo weight 13x45	
					Number	Checkmarks				
					5x10	5x35				
23 Payment of carriage charges 35x95		22 Carriers 9x35		(Route sections from/to) 9x50		(Codes of stations) 4.5x20				
24 Documents attached by the consignor 34x95		25 Data not intended for the carrier: delivery contract number 20x105								
26 Date of the contract of carriage 35x47.5	27 Date of arrival 35x47.5	28 Remarks for customs and administrative procedures 35x105								

Duplicate of the consignment note (for the consignor)

29 Consignment No

13x45

4 Дубликат накладной (для отправителя)

210x297

SMGS Consignment Note Contractual carrier	1 Consignor Signature 4 Consignee		5x20 23x94 5x20 23x94		2 Departure station 10x94 5x20		3 Consignor's declarations 44x94			
	5 Destination station		5x20 15x106		8 Wagon is provided by 9 Load capacity 10 Axles 11 Empty weight 12 Type of tank 6x94					
	6 Border stations at crossing points 35x65		7 Wagon		8	9	10	11	12	
			4x45 4x45		4x8	4x10	4x8	4x15	4x10	After transhipment
								13 Cargo weight	14 Number of packages	
								4x24	4x16	
15 Description of goods 65x95 10x95		16 Type of packaging		17 Number of packages		18 Weight (kg)		19 Seals		
		65x20		65x20		65x20		Number Checkmarks		
								5x10 5x35		
								20 Loaded by 7x45		
								21 Method for determining the cargo weight 13x45		
22		Carriers		(Route sections from/to)		(Codes of stations)				
23 Payment of carriage charges		9x35		9x50		4.5x20				
24 Documents attached by the consignor		34x95		25 Data not intended for the carrier: delivery contract number		20x105				
26 Date of the contract of carriage		27 Date of arrival		28 Remarks for customs and administrative procedures		35x105				
35x47.5		35x47.5								

Charging sections
Разделы по расчёту провозных платежей

					Charges to be paid by the consignor		Charges to be paid by the consignee	
A	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
Б	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
В	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
Г	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	frt				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
Д	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
Е	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total:	56	57	58	59	
64 Remarks concerning charges				Grand total:	60	61	62	63
43x128					65 To be raised additionally from the consignor			

Goods acceptance note (for the contractual carrier)

5 Лист приёма груза (для договорного перевозчика)

210x297

29 Consignment No

13x45

SMGS Consignment Note Contractual carrier	1 Consignor <div style="text-align: center;">23x94</div> 5x20		2 Departure station <div style="text-align: center;">10x94</div> 5x20							
	Signature		3 Consignor's declarations <div style="text-align: center;">44x94</div>							
	4 Consignee <div style="text-align: center;">23x94</div> 5x20									
	5 Destination station <div style="text-align: center;">15x106</div> 5x20									
6 Border stations at crossing points <div style="text-align: center;">35x65</div>		7 Wagon <div style="text-align: center;">4x45</div> 4x45	8	9	10	11	12	After transshipment 13 Cargo weight 4x24		14 Number of packages 4x16
15 Description of goods <div style="text-align: center;">65x95</div>		16 Type of packaging <div style="text-align: center;">65x20</div>	17 Number of packages <div style="text-align: center;">65x20</div>	18 Weight (kg)	19 Seals Number 5x10		Checkmarks 5x35		20 Loaded by 7x45	
					21 Method for determining the cargo weight 13x45					
					22 Carriers 9x35		(Route sections from/to) 9x50		(Codes of stations) 4.5x20	
					23 Payment of carriage charges <div style="text-align: center;">35x95</div>					
24 Documents attached by the consignor <div style="text-align: center;">34x95</div>		25 Data not intended for the carrier: delivery contract number 20x105								
26 Date of the contract of carriage <div style="text-align: center;">35x47.5</div>	27 Date of arrival <div style="text-align: center;">35x47.5</div>	28 Remarks for customs and administrative procedures 35x105								

Charging sections
Разделы по расчёту провозных платежей

					Charges to be paid by the consignor		Charges to be paid by the consignee	
A	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Б	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
В	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Г	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Д	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
Е	37 Route section	Codes of stations	38 Distance in km	39 Chargeable weight in kg	44 Tariff currency	45 Charging currency	46 Tariff currency	47 Charging currency
	fr				48	49	50	51
	to							
	40 Ancillary charges	=	=	=	52	53	54	55
41 Tariff	42 Cargo code	43 Exchange rate	Total: ▶	56	57	58	59	
64 Remarks concerning charges				Grand total: ▶	60	61	62	63
43x128				▶	65 To be raised additionally from the consignor			

Arrival note (for the consignee)

6 Лист уведомления о прибытии груза (для получателя) 210x297

29 Consignment No

13x45

45x12 SMGS Consignment Note Contractual carrier	1 Consignor 23x94 Signature		5x20		2 Departure station 10x94				5x20				
	4 Consignee 23x94		5x20		3 Consignor's declarations 44x94								
	5 Destination station 15x106										5x20		
	6 Border stations at crossing points 35x65				7 Wagon 4x45 4x45		8 4x8	9 4x10	10 4x8	11 4x15	12 4x10	After transhipment 13 Cargo weight 4x24 14 Number of packages 4x16	
15 Description of goods 65x95					16 Type of packaging 65x20	17 Number of packages 65x20	18 Weight (kg) 65x20	19 Seals		Number		Checkmarks	
								5x10		5x35			
								20 Loaded by		7x45			
								21 Method for determining the cargo weight		13x45			
23 Payment of carriage charges 35x95					22 Carriers		(Route sections from/to)			(Codes of stations)			
					9x35		9x50			4.5x20			
24 Documents attached by the consignor 34x95					25 Data not intended for the carrier: delivery contract number 20x105								
					26 Date of the contract of carriage 35x47.5		27 Date of arrival 35x47.5		28 Remarks for customs and administrative procedures 35x105				

30 Carrier's remarks		<div style="text-align: center; margin-top: 50px;"><i>87x120</i></div> <div style="text-align: center; margin-top: 100px;"><i>127x80</i></div>	
31 Formal report		<i>10x120</i>	
32 Extension of delivery period		<i>5x120</i>	
Station	Station	Cause of delay	Cause of delay
<i>Height between lines is 5 mm</i>		
from..... hour	from..... hour.....	from..... hour.....	from..... hour.....
33 Remarks for handing over the goods		<i>5x200</i>	
33.1 <i>25x50</i>	33.2 <i>25x50</i>	33.3 <i>25x50</i>	33.4 <i>25x50</i>
33.5 <i>25x50</i>	33.6 <i>25x50</i>	33.7 <i>25x50</i>	33.8 <i>25x50</i>
33.9 <i>25x50</i>	33.10 <i>25x50</i>	33.11 <i>25x50</i>	33.12 <i>25x50</i>
34 Remarks for passing over the border stations		<i>5x200</i>	
34.1 <i>25x50</i>	34.2 <i>25x50</i>	34.3 <i>25x50</i>	34.4 <i>25x50</i>
34.5 <i>25x50</i>	34.6 <i>25x50</i>	34.7 <i>25x50</i>	34.8 <i>25x50</i>
34.9 <i>25x50</i>	34.10 <i>25x50</i>	34.11 <i>25x50</i>	34.12 <i>25x50</i>

Supplement 2
to Annex 1 «Rules for
transportation of Goods» to
SMGS

SPECIMEN OF THE WAGON LIST

Supplement 3
to Annex 1 «Rules for
transportation of goods» to
SMGS

SPECIMEN OF THE CONTAINER LIST

Container list
Ведомость контейнеров

29 Consignment No

No	15 Description of goods		19 Seals		17 Number of packages	18 Weight (kg)			7 Wagon 8 Wagon is provided by 9 Load capacity 10 Axles 11 Empty weight					7 Wagon* 8 Wagon is provided by* 9 Load capacity* 10 Axles* 11 Empty weight*					30 Отметки перевозчика			
	Container number**	Коды размера и типа контейнера	Number	checkmarks		Gross weight of goods	Tare weight of container	Total gross weight	7	8	9	10	11	7	8	9	10	11				
					Итого:																	

* Fields shall be not printed or filled while transporting containers without reloading

** Description of the goods and code of cargo shall be entered additionally under container number while transporting containers with different goods

Signature of the consignor

Supplement 4

**to Annex 1 «Rules for
transportation of goods» to
SMGS**

SPECIMEN OF THE CERTIFICATE OF CARGO ATTENDANT

Certificate of cargo attendant

Attendant _____
(Second Name, First Name, Personal Data)

Identification document _____
(Title and number)

Goods to be accompanied _____
(description of the goods)

Consignments to be accompanied No., No. _____

From _____
(departure station and railway of departure)

To _____
(destination station and railway of destination)

Wagons to be accompanied No., No. _____

Service compartment for the cargo attendant _____
(Wagon No.)

Water supply stations _____
(when transporting animals)

Stations for the cleaning of wagons _____
(when transporting animals)

(Stamped by the carrier)

Carrier _____
(Signature)

Cargo attendant _____
(Signature)

**Supplement 5 to
Annex 1 «Rules for transportation of
goods» to SMGS**

List of flammable goods

1. tatters (rags);
2. textile fiber;
3. goods in grid boxes or packaged in paper covered with wood shavings or straw;
4. straw articles or other materials used for plaiting;
5. rubber (caoutchouc);
6. carpets;
7. tree bark or tree bark products;
8. basket works and braided products;
9. waste paper and paper shavings;
10. vegetable materials used for plaiting;
11. (soft) furniture and furniture parts;
12. natural fur, fake fur, fur products;
13. saw dust, tree stumps;
14. feather and down, feather and down-filled products;
15. chip board and fibreboard;
16. yarn of any kind;
17. articles of clothing, headwear, parts of clothing;
18. wood chips;
19. raw materials and tobacco waste;
20. textile products;
21. fabric (except for canvas and rubber fabric);
22. peat (with a relative humidity of less than 40%);
23. splints (with a relative humidity of less than 40%).

Supplement 6 to

**Annex 1 «Rules for
transportation of goods» to
SMGS**

**SPECIMEN
OF THE OPENING REPORT
FOR COMPLETION OF ADMINISTRATIVE CONTROL**

Opening Report for carrying out administrative controls

Carrier

(name of the carrier, by whom the opening report is drawn up)

Station and railway, where the opening report is drawn up

Date, at which the opening report is drawn up

Wagon/Container number¹

Consignment

Description of goods

Identification number of road train, motor vehicle,
trailer, swap-bode, semi-trailer ¹

Departure station and railway of departure

Destination station and railways of destination

Information concerning removed seals		Information concerning affixed seals	
Number	Seals/sealing devices with the checkmark	Number	Seals/sealing devices with the checkmark

Representative of the carrier

(Second Name and First Name, signature)

Representative of the controlling body

(Name of the controlling body; Second Name and First Name of its representative , job position)

¹ Underline as appropriate

Stamped by the carrier

**Supplement 7 to
Annex 1 «Rules for
transportation of goods» to
SMGS**

**SPECIMEN OF
THE FORMAL REPORT**

Formal Report No.....

Carrier

Station

Date

1. Consignor	5. Consignment No Contractual carrier
2. Consignee	Date of the contract of carriage
3. Departure station	6. Arrived by train No.
4. Destination station	7. Number of wagon, intermodal transport unit (ITU), road vehicle
	8. Continuation sheets of the formal report
	9. In addition to the formal report No

10. Seals(Sealing devices)

Seals affixed to	Carrier's seals		Consignor's seals		Customs' seals	
	Number	Checkmarks	Number	Checkmarks	Number	Checkmarks
One side of the wagon						
The other side of the wagon						
The opening of a tank wagon						
To ITU						

11. Details of signs of seals being broken or damaged

12. Wagon/container sustained/did not sustain technical damage

13. The goods were loaded by the carrier/consignor

14. Result of the investigation

Signs, checkmarks and numbers	Number of packages	Nature of the packaging	Description of goods	Total mass (weight) in kg	Weight of one package
14.1. in compliance with the consignment note					
14.2. actually noted					
14.3. of which packages damaged					

**RULES
FOR
TRANSPORTATION OF DANGEROUS GOODS**

(to be published separately)

TECHNICAL CONDITIONS FOR STOWAGE AND FASTENING OF GOODS

(to be published separately)

RULES FOR TRANSPORTATION OF WAGONS AS TRANSPORT MEANS NOT BELONGING TO THE CARRIER

1. General provisions

1.1. The provisions of these Rules are applied unless otherwise agreed between the carrier and the owner of the wagon.

An unladen wagon shall be transported under the consignment note. A blank form for the consignment note and procedure for filling up are stated in Annex 1 to SMGS "Rules for transportation of goods". For a laden wagon, the goods and wagon are transported under one consignment note.

1.2. If a wagon is fitted with the machinery that requires a certain maintenance en route, then it shall be provided by the consignor.

1.3. When reloading the goods from a wagon of one gauge supplied by the consignor to a wagon of another gauge, the consignor shall provide the further transportation of the empty wagon from the reloading station.

1.4. A list of addresses of carriers to forward claims for further handling is given in Annex 5 to SMGS "Network Information Manual".

2. Presenting a wagon for carriage

2.1. Empty wagons shall be presented for carriage by the consignor provided that they are in good working order, fully unloaded, clean inside and outside, with the doors, hatches, sides and drainage valves being closed in accordance with service instructions for these types of wagons. The carrier shall not check the effect of cleaning or treating (washing) of the wagon.

A wagon sustained damage may be accepted for carriage provided that it does not endanger traffic safety. The consignor shall specify the character and size of damages in the box "Consignor's declarations" of the consignment note or attach the document that contains the relevant details.

2.2. An empty wagon is accepted for carriage under a single consignment note (dispatch) from one consignor at the departure station to one consignee at the destination station.

2.3. By agreement between the carrier and the consignor, two or more wagons may be accepted for carriage under a single consignment note from one consignor at the departure station to one consignee at the destination station:

2.4. Unless otherwise provided in the national law, the consignor shall take a decision at his own discretion whether to affix seals to empty wagons.

2.5. When accepting the wagon for carriage, the carrier shall carry out an external visual inspection of its components (details) and check whether the doors, hatches, sides and tank drainage devices are closed and locked. If the consignor has sealed an empty wagon, then the carrier shall check whether all the seals are present and intact and agree with the marks specified in the consignment note.

3. Requirements for consignment note accompanying an empty wagon

3.1. If the station of departure and the station of destination of the wagon are located on the railways of different gauges, then the consignor shall enter the remark in the box "Consignor's declarations" of the consignment note to specify a method of carriage as follows: "Bogies changed to different gauge (number and date of the bogie exchange contract shall be stated, if supplied)" or "Use of variable gauge wheelsets".

3.2. If goods are to be reloaded because of changing the track gauge, then the consignor shall enter the following details in the box "Consignor's declarations" of the consignment note to provide the further transportation of empty wagon from the reloading station:

3.2.1. The consignee of the unloaded wagon shall be entered under the remark: "After reloading the goods at ... station (reloading station), the empty wagon shall be delivered to ... (consignee's name, delivery address)";

3.2.2. If, by agreement between the carrier and the consignor, the further transportation of the empty wagon shall carry out the reloading carrier, then the remark shall be entered: "After reloading the goods at ... station (reloading station) an empty wagon shall be delivered to ... station (destination station, railway and consignee's name) through the border stations ... (specify the stations), the carriers are ... (names)". Everyone of the participating carriers should be indicated with the name and customer code of the payer of carriage charges.

4. Delivery of wagon

The carrier hands over the wagon and the consignee takes over the wagon, carrying out an external visual inspection of its components (details) and check whether the doors, hatches, sides and tank drainage devices are closed and locked. If the consignor has sealed an empty wagon, then the carrier and consignee shall check whether all seals are present and intact and agree with the marks specified in the consignment note.

5. Carrier's actions at the damage to a wagon or in the loss of its elements

5.1. If the carrier's inspection has highlighted damage or loss of any elements of the wagon, then he shall draw up Wagon damage (malfunction) report that shall contain the consignment number, stations of departure and destination, name of the consignor, consignee and owner of wagon, source and type of damage, as well as the list of the lost elements. A blank form of the report shall be printed and completed in one of the official

languages of the OSJD or in the national language accompanied by translation into one of the official languages of the OSJD in accordance with Article 15 "Consignment note" of SMGS.

One copy of the report shall be attached to the consignment note and forwarded to the destination station for handing over to the consignee. When attaching the report, the carrier shall enter the remark: "Wagon damage (malfunction) report No. ... (report number) of ... (date of compilation) created at ... (station name and railway abbreviation)" in the box "Carrier's remarks" of the consignment note.

5.2. If the wagon becomes damaged in such a way that its further transportation is deemed impossible or it can no more be used for the carriage of goods, then the carrier that has found the damage, shall immediately send a notice to the owner of the wagon and specify the type of damage.

NETWORK INFORMATIONAL MANUAL

(to be published on the Internet site of OSJD)

Section I

Information on railway infrastructure used for the carriage of goods in the direct railway and rail ferry traffic under the SMGS transport regime.

- 1.1 List of railways (on a country-by-country basis)
- 1.2 Loading gauges (See Supplement 1 to the Network Informational Manual)
- 1.3 List of railway stations with different track gauges, where the legal regime for contract of carriage of goods is changed.

Section II

Information on waterways used in the rail ferry traffic.

Section III

Information on the carriers participating in the international railway traffic under the SMGS transport regime.

- 3.1 Names of the carriers (full names and abbreviations), codes of the carriers, railway sections/waterways which are used by them for the carriage of goods (on a country-by-country basis).
- 3.2 List of the carrier's addresses to which
 - 3.2.1 information for authorization and agreement to consign
 - 3.2.2 information on traffic stoppages and prohibition of the traffic
 - 3.2.3 claims under the Agreement (SMGS)
 - 3.2.4 notice to the carrier about the change of the contract of carriage

shall be submitted

Section IV

List of main perishable goods

Supplement 1 – Loading gauges

CIM/SMGS CONSIGNMENT NOTE MANUAL

(to be published separately)

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