

	DRAFT UN CONVENTION (24.5.1986)	DRAFT FBIC REGIME (28.10.2005)	DRAFT UNCITRAL CONVENTION (27.6.2008)
SCOPE	Applies to the carriage of goods by <u>at least two different modes of transport on the basis of a multimodal transport contract</u> (two separate contracts for all modes of transport and one for the multimodal transport operator to a place designated for delivery situated in a different country). (i.e. <b>ONLY</b> applies to <b>multimodal transport</b> and NOT to unimodal transport). The provisions of the Draft Convention shall apply to all goods by the MTO as provided for in the multimodal transport contract is located in a Contracting State, or the place for delivery of the goods by the multimodal transport operator is provided for in the multimodal transport contract is located in a Contracting State. When a multimodal transport contract has been concluded falling within the scope of the Draft Convention, it shall be deemed to be a multimodal transport contract. However, nothing in the Draft Convention affects the right of the consignee to choose between multimodal and unimodal transport.	Applies to contracts to perform or procure the transport of goods from a place in one country to a place in another country, whether or not through a third country, <b>involving at least two different modes of transport</b> , and where the contract is <b>expressly for multimodal transport</b> and NOT to unimodal transport). The provisions of the Regime shall mandatorily apply to all contracts of transport between places in two different States, if (a) the carriage of the goods by the multimodal transport operator is provided for in the multimodal transport contract is located in a Contracting State, or the place for delivery of the goods by the multimodal transport operator is provided for in the multimodal transport contract is located in a Contracting State. <b>Notwithstanding the above, the Regime shall not apply to a contract where the parties to the contract have agreed that it shall not be governed by the Regime</b> . In other words, the Regime is <b>NOT mandatory</b> .	Applies to contracts in which a carrier, against the payment of freight, undertakes to carry goods from one place to another. The contract shall provide for <b>carriage by sea</b> and <b>carriage by air</b> and may provide for carriage by other modes of transport. The Draft Convention applies to contracts of carriage in which the place of loading and receipt are in different States, and the port of loading of a sea carriage and the port of discharge of the same sea carriage are in different States and at least one of the port of loading, place of delivery, or port of discharge, is in a Contracting State. It applies without regard to the nationality of the vessel, the carrier, the performing parties, the shipper, the consignee or any other interested parties. <b>Regime is mandatory</b> .
TRANSPORT DOCUMENT	<b>Multimodal Transport Document (MTD)</b> : a document, in negotiable or non-negotiable form at the option of the consignor, evidencing a multimodal transport contract (i.e. a contract whereby a MTO undertakes, against payment of freight, to carry goods from one place to another, whether or not through a third country, involving at least two different modes of transport, and where the contract is expressly for multimodal transport and NOT to unimodal transport). The MTD is signed by the MTO or by a person having authority from him. This signature <b>may be by electronic means, if not inconsistent with the law of the country where the MTD is issued</b> . If the consignor has provided for the MTD in the multimodal transport contract, the MTD shall be deemed to be a valid MTD. <b>all particulars recorded there will be deemed to be a valid MTD</b> . The information in the MTD shall be <b>prima facie evidence</b> of the taking in charge by the Multimodal Transport Operator of the goods as described therein (except for reservations or inaccuracies). <b>Provisions</b> (except for reservations or inaccuracies). <b>Provisions</b>	<b>Transport Document (TD)</b> : a document in writing, in negotiable or non-negotiable form at the option of the consignor, which evidences a contract of transport and the taking in charge of the goods by the Transport Integrator (TI). The TD is signed by the TI. This signature <b>may be by electronic means, if not inconsistent with the law of the country where the TD is issued</b> . If the consignor has provided for the TD in the contract of transport, the TD shall be deemed to be a valid TD. <b>all particulars recorded there will be deemed to be a valid TD</b> . The information in the TD shall be <b>prima facie evidence</b> of the taking in charge by the Transport Integrator of the goods as described therein (except for reservations or inaccuracies). <b>Provisions</b> (except for reservations or inaccuracies). <b>Provisions</b>	<b>Transport Document (TD)</b> : a document issued under a contract of carriage by the carrier that: (a) evidences the carrier's or a performing party's receipt of the goods under a contract of carriage; and (b) evidences or contains a contract of carriage. <b>It may be in electronic form, if not inconsistent with the law of the country where the TD is issued</b> . If the consignor has provided for the TD in the contract of carriage, the TD shall be deemed to be a valid TD. <b>all particulars recorded there will be deemed to be a valid TD</b> . The information in the TD shall be <b>prima facie evidence</b> of the taking in charge by the carrier of the goods as stated in the contract of carriage (except for reservations or inaccuracies). <b>Provisions</b> (except for reservations or inaccuracies). <b>Provisions</b>
LIABILITY - WHO	<b>Multimodal Transport Operator (MTO)</b> , i.e. any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignee, in the performance of the contract. The MTO assumes responsibility for the performance of the contract.	<b>Transport Integrator (TI)</b> , i.e. any person who concludes a contract of transport and who acts as a principal, not as agent or on behalf of the consignor, and assumes responsibility for the performance of the contract transport.	<b>Carrier</b> , i.e. a person that enters into a contract of carriage with a shipper. <b>Performing party</b> , performs or undertakes to perform any of the carrier's obligations under a contract of carriage
LIABILITY - DURATION	From the time the MTO has taken the goods <b>in charge</b> to the time of their <b>delivery</b> .	From the time the TI takes over the goods to the time of their <b>delivery</b> .	From the time the carrier or performing party has <b>received</b> the goods for carriage to the time of their <b>delivery</b> .
LIABILITY - SCOPE	<b>Loss, damage, delay in delivery</b> (also if no express agreement between parties: "reasonable time"), <b>interest</b> . MTO proves <u>all reasonable measures</u> to avoid occurrence/consequences	<b>Loss, damage, delay in delivery</b> (also if no express agreement or time of delivery), <b>interest</b> , time <b>major</b> (circumstances beyond the control of the TI)	<b>Loss, damage, delay in delivery</b> (also if no express agreement between parties: "reasonable time"), <b>interest</b> , no attributable to the carrier or a series of circumstances (fire, force majeure, etc.).
LIABILITY - LIMITS	<b>Loss/damage</b> : (a) if excluded/unlimited: highest amount of (i) 200 SDR per package or other shipping unit or (ii) 2.75 SDR per kg gross weight; (b) if no exclusion/unlimited: 8.33 SDR per kg gross weight. <b>Interest</b> : equivalent of two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the multimodal transport contract.	<b>Loss/damage</b> : TS/SDR per kg gross weight <b>delay</b> : equivalent of twice the amount of the charge payable under the contract of transport <b>interest</b> : higher limits agreed between the parties	<b>Loss/damage</b> : Highest amount of (i) 875 SDR per package or other shipping unit; or (ii) 3 SDR per kg gross weight. <b>Interest</b> : equivalent of two and a half times the freight payable for the goods delayed, but not exceeding the total limits for loss/damage.

