

Distr.: Restricted
19 May 2017
English
Original: English and Russian

Economic Commission for Europe

Inland Transport Committee

Working Party on Rail Transport

Group of Experts towards Unified Railway Law

Fifteenth session

Geneva, 22-24 May 2017

Item 4 of the provisional agenda

Monitoring results of pilot tests

Questionnaire in order to perform URL draft legal provisions' Pilot Tests

Submitted by Deutsche Bahn AG

| <i>Subject</i> | <i>Details</i> | <i>Art. URL</i> | <i>Remarks</i> |
|------------------------|--|-----------------------------|-----------------------------------|
| Conclusion of contract | Parties | Art. 2 No. 2, Art. 5 § 1 | |
| | How much is the agreed freight and who has to pay it? | Art. 5 § 1, Art. 8 | |
| | Connection e.g.: Bremen – Malaszewicze /Brest – Moscow | Art. 1 § 1 | |
| | Goods to be conveyed | | |
| | a) 100 washing machines (WM) in a container, weight per WM 50kg, value EUR 500.00 | | |
| | b) 100 televisions, weight per device 15kg, value EUR 1,500 | | |
| | Are delivery dates to be agreed? | Art. 13 | |
| | Is it possible to derogate from the rules on liability? (Extensions/restrictions/exemptions?) | Art. 3 § 2 | |
| | Customs procedure | Art. 4 No. 2, Art. 12 § 1 | |
| | Documents to be used | Consignment note (CIM/SMGS) | Art. 2 No. 11, Art. 5 § 2, Art. 6 |
| | -Is it necessary for the validity of the freight contract? | Art. 5 § 2 | |
| | -can all the necessary entries be made? | Art. 6 | |
| | -could an electronic consignment note be issued? | Art. 5 § 4 | |
| | Export accompanying document | | |

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|---|---|-------------------------------|----------------|
| | -can all the necessary entries be made? | Art. 4 No. 2 | |
| | -who has to enclose it? | Art. 4 No. 2 | |
| Labelling, packaging, loading, unloading | Labelling obligations | - | |
| | Loading: who is responsible? | Art. 11 § 2 | |
| | Unloading: who is responsible? | | |
| Right of use | | Art. 15, 16 | |
| | -Who is entitled? | Art. 15 § 1 | |
| | -Does the right of use pass to someone else as of a specific date? | Art. 15 § 2 | |
| | -Do documents have to be submitted in order to exercise the right of use? | Art. 16 § 1 | |
| Obstacles to carriage and delivery? | | Art. 17, 15 | |
| | -who must obtain instructions from whom? | Art 17 § 1 | |
| | -rights where no instructions can be obtained? | Art. 17 § 3, Art. 18 § 2 | |
| | -who must bear any costs? | Art. 18 § 1 | |
| Delivery | Legal status of the recipient | Art. 14 § 2, Art. 15, Art. 29 | |

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|---------------------------------|--|---------------------|----------------|
| Liability | Ascertainment of damage (including formal report) and notification of damage | Art. 21, 28, 29 | |
| | Principle: Which main cases of loss are regulated? | Art. 19 | |
| | Claim due to damage | Art. 19, 24, 22 § 2 | |
| | Claim due to loss | Art. 19, 21, 22 § 2 | |
| | Claim due to overrunning the delivery time | Art. 19, 25 | |
| | Exclusion of liability and burden of proof | Art. 19 § 3 | |
| | Assertion of compensation claims | Art. 29 § 2, 30 | |
| Place of jurisdiction | | - | |
| Limitation and expiry of claims | | - | |
