



Deliverable D 2.2

Analysis of the current legal and contractual framework and upgrade recommendations

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1 Executive Summary

This document is Deliverable 2.2 (D2.1) of Work Package 2 (WP2) within the ESEP4Freight project. The aim of this deliverable is to analyse the legal and contractual arrangements between the various stakeholders in an intermodal freight environment.

The deliverable first analyses briefly the intermodal ecosystem and its key stakeholders in a door-to-door intermodal perspective (from origin of the goods until their delivery). It is followed by a more detailed overview of the so-called 'hierarchy of legislation'. To this end, a comparative analysis has been made between primary and secondary laws at European and national levels.

In addition, an analysis of the current legal and policy actions related to liability and responsibility has been conducted. A catalogue of international and sectorial conventions has been compiled and detailed. The inventory covers legal initiatives for road, rail and inland navigation. An impact assessment has been realised to evaluate the effects of these conventions on transport liability, responsibility and flexibility of transport.

The evaluation of the contractual arrangements in intermodal transport has been focused on the relationships (1) between intermodal transport operators and their customers and (2) between the shippers and Logistics Service Providers. For point 1, the UIRR General Terms and Conditions, published in 1999, were benchmarked against current business conditions of key intermodal operators. For point 2, the project partners have conducted direct interviews with stakeholders (mainly from the stakeholder group) to better understand the tendering process and the contractual clauses that might impact the choice of alternative sustainable transport modes such as rail or inland navigation.

This deliverable then served to provide the necessary contractual framework of intermodal freight transport with key recommendations that will be incorporated into the module developed in WP3 and piloted in WP4.

Keywords: contracts, liability, responsibility, intermodal transport, flexibility, conventions

2 Abbreviations and acronyms

Abbreviation / Acronym	Description
AÖSp	Allgemeine Österreichische Spediteurbedingungen (General Austrian Forwarders' Terms and Conditions)
APTU	Uniform Rules concerning the Validation of Technical Standards and the Adoption of Uniform Technical Prescriptions applicable to Railway Material intended to be used in International Traffic
ATMF	uniform rules concerning the technical admission of railway material used in international traffic
BIC	Bureau International des Containers et du Transport Intermodal
BIMCO	Baltic and International Maritime Council
CCNR	Central Commission for the Navigation of the Rhine
CIM	Convention Internationale concernant le transport des The General Austrian Forwarders' Terms and Conditions Marchandises par chemin de fer
CIT	International Rail Transport Committee
CLNI	Strasbourg Convention on the Limitation of Liability in Inland Navigation
CMNI	The Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway
CMR	Convention Internationale concernant le transport des Marchandises par route
COTIF	Convention concerning International Carriage by Rail
CT	Combined Transport
CTOs	Combined Transport Operators
CUI	uniform rules concerning the Contract of Use of Infrastructure in international rail traffic
CUV	uniform rules concerning Contracts of Use of Vehicles in international rail traffic
eCMR	electronic Consignment note for Road
EDI	Electronic Data Interchange
eFTI	electronic Freight Transport Information
EN	European Norm
EP	European Parliament
ESG	Environmental, Social and Governance
ESEP4Freight	European Shift Enabler Portal for Freight
EU	European Union
EU-Rail JU	Europe's Rail Joint Undertaking
EURNEX	EUropean rail Research Network of EXcellence
FA	Flagship Area
FIATA	International Federation of Freight Forwarders Associations

FOR-FREIGHT	Flexible, multi-mOdal & Robust FREIGHT Transport
FTL	Full truckload
GTCs	General Terms and Conditions
HGB	Handelsgesetzbuch
ILU	Intermodal Loading Unit
IM	Infrastructure Manager
IRS	International Railway Solution
ISO	International Organization for Standardization
ITOs	Intermodal Transport Operators
KPI	Key Performance Indicator
LSP	Logistic Service Provider
LTL	Less-than-truckload
MAWP	Multi-Annual Work Programme
OTIF	Intergovernmental Organization for International Carriage by Rail
RID	Règlement concernant le transport International ferroviaire des marchandises Dangereuses
RoLa	Rollende Landstrasse
RU	Railway Undertaking
SDR	Special Drawing Rights
SGKV	Studiengesellschaft für den Kombinierten Verkehr e.V.
SLA	Service Level Agreement
SME	Small and Medium-sized Enterprise
SSS	Short Sea Shipping
TEU	Treaty on European Union
TFEU	Treaty on the Functioning of the European Union
TO	Terminal Operator
UIC	Union Internationale des Chemins de fer
UIRR	International Union for Road-Rail Combined Transport
UN	United Nations
UNCITRAL	United Nations Commission on International Trade Law
UNCTAD	United Nations Conference on Trade and Development
UNECE	The United Nations Economic Commission for Europe
ZGB	Schweizerisches Zivilgesetzbuch



3 Background

The present document constitutes the Deliverable D.2 “Analysis of the current legal and contractual framework and upgrade recommendations” in the project European Shift Enabler Portal for Freight (ESEP4Freight). Funding body is the EU-RAIL in the call HORIZON-ER-JU-2022-02.

This deliverable is part of the work package 2 whose main objectives are:

- To analyse the current legal ecosystem in which the various intermodal stakeholders are evolving and to analyse their current contractual relationships and related transport general terms and conditions (T2.1)
- To provide a set of recommendations towards a harmonised contractual framework for intermodal transportation (T2.2)
- To develop two sets of specifications for the implementation of smart contracts: one set for an informative layer and a second one for a contractual layer (T2.3).

This report incorporates the outputs of T2.1 and T2.3. It will include the analysis of the legal and contractual framework and a set of recommendations for adapting the current legislation towards a harmonized contractual framework. It will also include the set of model contracts to be included in the Web Platform.

The Multi-Annual Work Programme (MAWP) from Europe’s Rail JU links ESEP4Freight to the Flagship Area 5 (FA5) “*Sustainable Competitive Digital Green rail Freight Services*” within Europe’s Rail.

The creation of the Web Platform in WP3 is expected to primarily contribute, at a high-level, to the second cluster of the FA5, “Seamless rail freight”. The Web Platform, following the instructions of the call of the text, is developing an online portal providing relevant information on the European rail freight system. Information about rail schedules, potential transport flows between regions, and information about the available infrastructure are expected to play a central role in targeting the appropriate audience. The Web Platform would serve in this manner as gateway to promote and facilitate the use of advanced tools developed in the “Seamless rail freight” cluster in FA5, such as multimodal journey planner with dynamic information or booking features.

It is also expected that the developments from this deliverable, focusing on the analysis of the contractual and legal framework can have an impact on the future development of booking tools for different types of services.

4 Objective / Aim

4.1 Task description

Tasks 2.1 and 2.3 have started in month 1 and in month 8 respectively. The outputs of these tasks are included in this document. Table 1 gives the direct match of the task definition from the proposal with the output and a link to the section where more details can be found.

Table 1 - Mapping table between tasks and chapters

Task 2.1 - Analysis of the current legal and contractual framework	
<ul style="list-style-type: none"> • Creation of an inventory of the current international and European legal and policy actions at international and European level aiming at harmonizing the intermodal transport liabilities and transport conditions 	Chapter 7 – section 7.1
<ul style="list-style-type: none"> • Inclusion of an impact assessment on how those legal initiatives have positively improve intermodal transport in terms of (transport) liability, responsibilities and flexibility of transport. 	Chapter 7 – section 7.2
<ul style="list-style-type: none"> • Analysis the contractual framework of various key intermodal contractual relationships as for example shippers with Logistics service providers (LSPs) and freight forwarders and LSPs with CT operators. It includes the consultation of the stakeholder group. 	Chapter 8
<ul style="list-style-type: none"> • Provision of a set of harmonised standard contracts (related to objective O#4 and KAI2) for the contractual toolbox (ER#4) 	Chapter 9
Task 2.3 - Recommendations for a harmonized contractual framework	
<ul style="list-style-type: none"> • Development and proposal of a set of recommendations towards a harmonised contractual framework for intermodal transportation (related to objective O#4, KAI1 and ER#6). 	Chapter 10

This deliverable has been produced based on conventional information and data collection methodology which is based on literature and desk research, the knowledge and experiences of the consortium members, and on the conducting of direct interviews with key relevant actors from the stakeholder group as for example experts from the stakeholder group.

4.2 Content of the deliverable

This deliverable has been structures in ten distinctive chapters:

- Chapter 1 includes the executive summary.
- Chapter 2 consolidates all abbreviations and acronyms



- Chapter 3 introduce the general objectives of work package two with a focus on the activities related to the legal and contractual arrangements.
- Chapter 4 details the tasks 2.1 and 2.3 as described in the grant agreement.
- Chapter 5 provides an overview of the intermodal ecosystem describing the roles of the various stakeholders.
- Chapter 6 describes the hierarchy of laws in a European and national context.
- Chapter 7 covers the analysis of the current legal and policy initiatives related to liability and transport conditions.
- Chapter 8 summarises the analysis of the various contractual arrangements between the various identified intermodal stakeholders.
- Chapter 9 details the proposed set of harmonised contractual framework for intermodal transportation.
- Chapter 10 contains the summary of the results and the main recommendations.

5 The intermodal ecosystem

The intermodal transport ecosystem brings together several partners with specific roles & responsibilities which are briefly defined below (see Figure 1 for a graphical overview). The particularity of this system is that the functions of certain entities can also be covered by others, meaning that a same organisation can consecutively embody several roles at certain point of the transport chain.

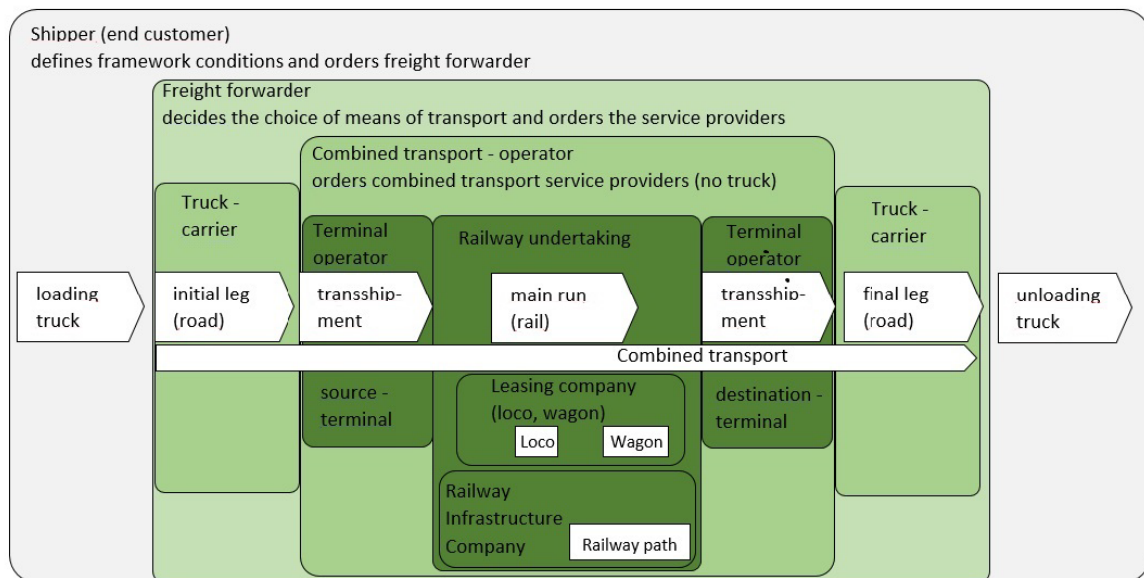


Figure 1 - The Combined Transport chain (Source: UIRR)

The **shipper (consignor / consignee)** is the party named on the consignment note or waybill as the shipper and/or concludes the contract of carriage with a carrier (or has a contract of carriage concluded in their name). They are often the owner of goods to be shipped and are responsible for packing and preparing the shipment to be handed over to the carrier for transport.

The **freight forwarder / Logistics Service Provider (LSP)** are contracted by a shipper to organise the transport of its shipment from one place to another. The logistics service provider distinguishes itself from the freight forwarder as it can also organise the insurance policy, the warehousing, the handling of the shipment.

The **road haulier / truck carrier** carries out the road transport of a loading unit, thus covering the road section, also called leg, of an intermodal operation. Road transports often occur in the first and last legs of an intermodal operation. When it is the first leg, the loading unit is transported from its departure point to an intermodal terminal where it will be loaded on a train. When it occurs at the end of the operation, the loading unit is attached to a truck which delivers it to its destination.

The **Terminal Operator (TO)** performs the transshipment of the loading unit from one mode of transportation to another. It is responsible for the sound stowage of the loading unit when it is not transhipped directly.



The **Infrastructure Manager (IM)** is responsible for the development, upkeep, and usage of the rail tracks infrastructure it owns. It is the entity from which Railway Undertakings or Intermodal Transport Operators book a time slot, also known as segment, to allow a train to move on designated tracks.

The **Railway Undertaking (RU)** is a company in charge of the traction of the freight train between terminals. It can also arrange wagons for the purpose of the transport.

The **Intermodal or Combined Transport Operator (ITO or CTO)** is contracted by a shipper, a freight forwarder, or an LSP to seamlessly organise the transport of the loading unit from its pick-up point to its drop-out point, using different modes of transport, namely road, rail, short sea shipping or inland waterways. It distinguishes itself from freight forwarders as it owns certain assets (e.g. wagons, trucks, locomotives, terminals) allowing it to perform parts of the operation itself.

For instance, in a road-rail configuration, the ITO can request traction from a Railway Undertaking, make sure that appropriate wagons are brought together to form a train, book a slot at a terminal, and book a (time) segment to allow the train to circulate.

When the ITO conducts a door-to-door operation, it is responsible for the organisation of the whole transport chain, i.e. to complete the shipment of the loading unit from its departure point to its final destination. It is therefore in charge of the first and final leg of the transport chain and can contract with a road haulier to cover them.

6 The hierarchy of legislation

The hierarchy of legislation and norms refers to the idea that, in a legal system, there is a vertical order of legal acts, with those in the lower levels of the hierarchy being subject to those at a higher level. Figure 2 represents the pyramid of laws at national and EU level.

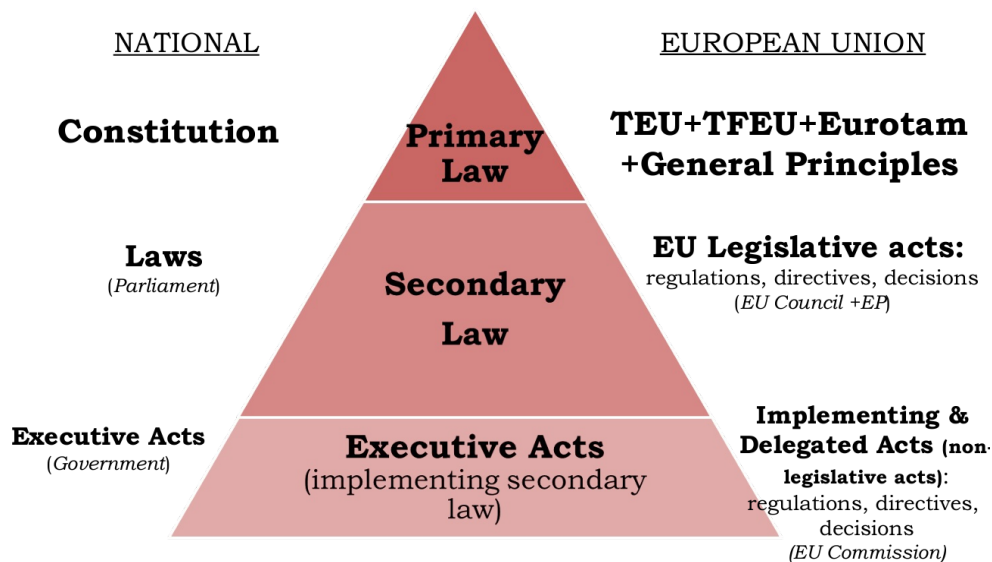


Figure 2 - The hierarchy of laws (Source: Vigante, 2020)

6.1 European Level

At the top of the hierarchy of EU norms is **primary law**, which consists of:

- the EU's constituent treaties (the *Treaty on European Union* and the *Treaty on the Functioning of the European Union – TFEU - 2007*) and its protocols;
- the Charter of Fundamental Rights (Article 6 of the Treaty on European Union); and
- the general principles established by the Court of Justice of the European Union.

Next in the hierarchy are international agreements with non-EU countries or with international organisations. These agreements are separate from primary and secondary law and form a unique category.

The **secondary law** comprises all legislative and non-legislative acts¹ adopted by the EU institutions, which enable the EU to exercise its powers. Legislative acts are regulations, directives and decisions adopted by an ordinary or special legislative procedure (Article 289 TFEU).

¹ Legislative acts are adopted following one of the legislative procedures set out in the EU treaties (ordinary or special). Non-legislative acts do not follow these procedures and can be adopted by EU institutions according to specific rules.

- **Regulations:** legal acts that apply automatically and uniformly to all EU countries as soon as they enter into force, without needing to be transposed into national law. They are binding in their entirety on all EU countries.
- **Directives:** Directives require EU countries to achieve a certain result but leave them free to choose how to do so. EU countries must adopt measures to incorporate them into national law (transpose) in order to achieve the objectives set by the directive. National authorities must communicate these measures to the European Commission.
- **Decisions:** A decision shall be binding in its entirety. A decision which specifies those to whom it is addressed shall be binding only on them.

They are at a higher level than non-legislative acts which include, in particular, delegated and implementing acts. While delegated acts (Article 290 TFEU) enable the European Commission to supplement or amend non-essential parts of EU legislative acts, implementing acts (Article 291 TFEU) lay down detailed rules allowing for their uniform implementation.

6.2 National level

The vast majority of contemporary constitutions describe the basic principles of a country, the structures and processes of government and the fundamental rights of citizens that cannot be unilaterally changed by an ordinary legislative act. This **primary law is usually referred to as a constitution**.

A constitution is a set of fundamental legal-political rules that: (1) are binding on everyone in the state, including ordinary lawmaking institutions; (2) concern the structure and operation of the institutions of government, political principles and the rights of citizens; (3) are based on widespread public legitimacy; (4) are harder to change than ordinary laws (e.g. a two-thirds majority vote or a referendum is needed); (5) as a minimum, meet the internationally recognized criteria for a democratic system in terms of representation and human rights.

The secondary law is covered by the **adoption of laws**. They are formal, written rules enacted by a governing authority (e.g. national Parliament), that prescribe or prohibit certain actions and are enforced by the judicial system. These laws are designed to regulate conduct, resolve disputes, and protect rights and liberties.

The last item in the lower level of the pyramid is known as '**executive acts**'. Executive acts refer to actions taken by the executive branch of a government, which is responsible for implementing and enforcing laws, as well as managing the day-to-day affairs of the state.

7 Analysis of the current legal and policy actions

This section of the deliverable covers the analysis of the various legal and policy initiatives taken at international and EU level related to the following aspects of transportation:

- **transport liabilities:** it refers to the legal and financial responsibilities and obligations that a carrier or logistics provider assumes during the transportation of goods. These liabilities can arise from various scenarios, including i.a. loss or damage of goods, delays, injuries and environmental damages
- **transport conditions:** it refers to the specific requirements and circumstances under which goods are moved from one place to another. These conditions ensure that the items being transported maintain their integrity, quality, and safety throughout the journey.

7.1 Catalogue of legal and policy initiatives

The inventory of such legal and policy actions has been created by contacting international and European institutions or sectorial organisations aiming at harmonizing those intermodal transport liabilities and transport conditions.

The data have been compiled by all involved WP2 partners and are based on a commonly developed template (see annex 1) which covers aspects such as type of organisation, scope of the organisation, transport mode, type of initiative, description of the measures and main content.

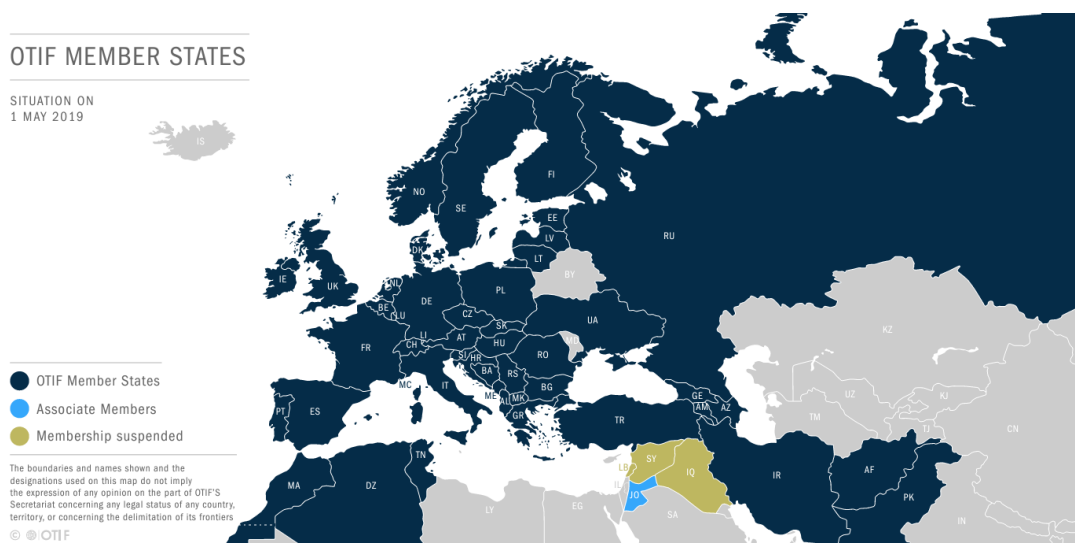


Figure 3 - OTIF members (Source: OTIF, 2024)



7.1.1 Intergovernmental Organization for International Carriage by Rail (OTIF)

OTIF is an intergovernmental organisation dedicated to international rail transport. It has been active since 1893 and is the oldest international organisation in the sector. It now has 50 member states and 1 associate member. The Organisation has its headquarters in Berne, Switzerland, and has legal personality under international law and in the national laws of its Member States.

The Convention concerning International Carriage by Rail (COTIF) is OTIF's basic text. It governs the running of the Organisation, as well as its objectives, attributions, relations with the Member States and its activities in general. COTIF enables legal interoperability to be extended and technical interoperability to be improved and contributes to the development of multimodal transport. It contains seven Appendices setting out the rules for different contractual purposes:

It is focused on the further development of railway transport law in the field of:

- transport contracts in international passenger and freight transport (CIV = uniform rules concerning the contract of international carriage of passengers by rail and CIM = uniform rules concerning the contract of international carriage of goods by rail) including the transport of dangerous goods (RID = Règlement concernant le transport International ferroviaire des marchandises Dangereuses),
- contracts for the use of wagons (CUV = uniform rules concerning Contracts of Use of Vehicles in international rail traffic),
- contract on the use of railway infrastructure (CUI = uniform rules concerning the Contract of Use of Infrastructure in international rail traffic),
- binding technical standards and adopting uniform technical requirements for railway material (APTU),
- procedures for technical approval of railway vehicles and other railway material for use in international transport (ATMF = uniform rules concerning the technical admission of railway material used in international traffic).

The appendix B to the COTIF convention is the so-called CIM (2016) whose article 1 defines the exact scope of these uniform rules. In the intermodal context, the following articles are to be taken into consideration:

- Article 3 (d): Intermodal Transport Unit means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport
- Article 7(I) (wording in the consignment note): in the case of intermodal transport units, the category, the number or other characteristics necessary for their identification
- Article 8: responsibility of the consignor (ITO) for the entries on the consignment note
- Article 13: responsibility of the loading and unloading of goods by the consignor

The Title III (from Articles 23 to 41) is fully addressing the liabilities of the various actors, principally the carrier.



7.1.2 International Rail Transport Committee (CIT)

The International Rail Transport Committee (CIT) - www.cit-rail.org - is an association of over 200 railway undertakings and shipping companies that operate international passenger and/or freight transport services. CIT helps railway undertakings implement international transport law, standardising contractual relationships and creating legal certainty to save members money and support their business. CIT is an association under Swiss law (Art. 60 ff. ZGB) and has its headquarters in Berne.

CIT has developed a contractual framework which comprises mainly General Terms and Conditions (GTC), templates for contracts and checklists designed to simplify the conclusion of agreement and contracts.

In the context of ESEP4Freight, the most relevant publicly-available document are the *General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)* (CIT, 2006).

The GTC-CIM govern the legal relationship between the carrier and customer for consignments subject to the CIM Uniform Rules. The carrier is either the contractual carrier or successive carrier whereas the customer is the consignor and/or consignee shown on the consignment note. In an intermodal transport context, it means that the CTO is the consignor and the carrier the railway undertaking. In terms of liabilities and transport conditions, the following articles are of interest:

- Article 4.1: the completion of the consignment note shall be the responsibility of the CTO
- Article 5.1: the CTO is liable for the accuracy and completeness of his request
- Article 5.2: the equipment provided shall be in a technical condition and state of cleanliness to permit its intended use and the CTO must check the equipment provided for obvious defects
- Article 5.4: CTO is liable for all loss and damage to the equipment made available to him
- Article 6.1: CTO is responsible for the loading and unloading of ILUs on/from wagons
- Article 7: CTO is responsible for the packaging

Other documents might be relevant but are only accessible to CIT Members. In the field of multimodality, specific checklists, guidelines and contractual templated have been developed.

7.1.3 United Nations

The United Nations (UN) - www.un.org - is an international organization founded in 1945 after World War II by 51 countries committed to maintaining international peace and security, developing friendly relations among nations, promoting social progress, better living standards, and human rights. The organization is headquartered in New York City and has since grown to include 193 member states.

The United Nations Economic Commission for Europe (UNECE) - <https://unece.org/homepage> - is one of the regional commissions of the United Nations. It was established in 1947 to promote economic integration and cooperation among its member states in Europe and beyond. The



UNECE's mandate includes transportation with the objective of improving transportation networks and systems to enhance connectivity and efficiency.

The *Convention on the Contract for the International Carriage of Goods by Road (CMR, 1956)* is an international treaty that standardises conditions and legal rules for the international carriage of goods by road. It aims to facilitate international road transport and promote trade by creating uniformity in the legal framework governing such transport. The CMR applies to all contracts for the carriage of goods by road between different countries, provided at least one of the countries involved is a signatory to the convention.

The CMR convention was developed by the United Nations Economic Commission for Europe (UNECE). It was adopted in Geneva on May 19, 1956, and came into force on July 2, 1961. The convention is accompanied by a standard consignment note, known as the CMR consignment note, which serves as a receipt of goods and a contract of carriage between the consignor, the carrier, and the consignee. The key aspects of the CMR convention include:

- **Liability of the Carrier:** The convention establishes the liability of the carrier for the loss of, damage to, or delay in the delivery of goods. It sets the limits of this liability and the circumstances under which the carrier may be exonerated from liability.
- **Claims and Actions:** It outlines the procedures for making claims and taking legal action in the event of disputes, including time limits for bringing claims.
- **Documentation:** The CMR consignment note includes essential details about the goods, the parties involved, and the conditions of transport. It serves as evidence of the contract of carriage and the receipt of goods by the carrier.

While the CMR Convention is an essential instrument regulating international road transportation of goods, it also poses certain drawbacks. As the CMR Convention covers only road transport, it means that in cases of intermodal transport using other transport modes such as rail, maritime or inland navigation, additional agreements or regulations are necessary. In other words, there is no harmonised framework for intermodal transport (absence of an intermodal consignment note).

The **United Nations Conference on Trade and Development (UNCTAD)** - <https://unctad.org/> - is an intergovernmental organisation within the United Nations Secretariat that promotes the interests of developing countries in world trade. Under the coordination of UNCTAD, the *Multimodal Transport Convention (1980)* aimed of establishing a comprehensive legal framework for the international carriage of goods involving at least two different modes of transport, such as sea, road, rail, or air. The convention seeks to provide a unified set of rules to govern the entire multimodal transport process, from the point of origin to the final destination. This Convention had to enter into force 12 months after the ratification of at least 30 Member States. As only 6 Member States did ratify this Convention, it has not been entered into force².

² For further details see https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XI-E-1&chapter=11&clang=en



The **United Nations Commission on International Trade Law (UNCITRAL)** - <https://uncitral.un.org/> - is a core legal body within the United Nations system, established with the goal of harmonizing and modernizing international trade law. Under the responsibility of this Commission, The *United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (2018)*, commonly known as the *Rotterdam Rules*, is an international treaty designed to create a uniform legal framework for the shipping industry. The key features of these Rotterdam rules can be summarised as follows:

1. **Scope:** applies to contracts of carriage that involve sea transport as part of the carriage, even if other modes of transport (land, rail, air) are involved and also extends legal coverage from the point of receipt to the point of delivery, rather than port-to-port.
2. **Obligations and Liabilities:**
 - Carrier Obligations: Carriers are responsible for the goods from the time they receive them until they are delivered.
 - Shipper Obligations: Shippers must ensure accurate information is provided about the cargo and comply with packaging and marking requirements.
 - Liability Regime: Establishes the circumstances under which carriers are liable for loss, damage, or delay, and sets out the limits of that liability.
3. **Documentation:** includes provisions for traditional transport documents such as bills of lading, as well as electronic equivalents, recognizes and regulates the use of electronic transport records, aligning with modern technological practices.

The convention has not yet entered into force because it requires ratification by at least 20 countries. As of now, several countries have signed the convention, but fewer have ratified it. Therefore, the Rotterdam Rules do not yet have the widespread legal authority of other conventions like the Hague-Visby Rules.

The *Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI, 2000)* is an international treaty that establishes a uniform legal framework governing the contract of carriage of goods by inland waterways. The convention aims to standardize and harmonize the legal rules applicable to the carriage of goods on rivers, canals, and other inland waterways, thereby facilitating international trade and transportation.

Here are the key points about the CMNI:

1. Purpose and Objectives

The primary goal of the CMNI is to provide a consistent set of rules for contracts involving the carriage of goods by inland waterways. It aims to enhance legal certainty, reduce disputes, and promote efficient and reliable transportation of goods across borders.

2. Scope of Application

The CMNI applies to contracts of carriage of goods when the place of taking over the goods and the place designated for delivery are located in two different states, or when the contract stipulates the application of the convention. It covers all types of goods transported on inland waterways, regardless of the nationality or registration of the vessels involved.

3. Rights and Obligations

The convention outlines the rights and obligations of the carrier, the shipper, and the consignee. It defines the responsibilities of the carrier for the safe and timely delivery of goods, the conditions under which the carrier can limit their liability, and the duties of the shipper in providing accurate information about the goods.

4. Liability and Limitation

The CMNI specifies the circumstances under which the carrier is liable for loss, damage, or delay of the goods, as well as the monetary limits of such liability. It allows the carrier to limit liability unless it is proven that the loss, damage, or delay resulted from the carrier's intentional act or gross negligence.

5. Documentation

The convention regulates the use of transport documents, such as bills of lading and waybills, which serve as evidence of the contract of carriage and the condition of the goods. It also addresses electronic transport records, recognizing their validity and facilitating modern transportation practices.

7.1.4 Central Commission for the Navigation of the Rhine (CCNR)

The Central Commission for the Navigation of the Rhine (CCNR) is an international organization dedicated to overseeing and promoting safe and efficient navigation on the Rhine River. Established by the Congress of Vienna in 1815 and further defined by the Mannheim Act in 1868, the CCNR is one of the oldest international institutions in the world.

The primary goal of the CCNR is to ensure freedom of navigation on the Rhine. It seeks to promote the development of inland navigation, contribute to economic and environmental policies, and ensure high standards of safety and environmental protection. The CCNR is composed of five member states: Germany, Belgium, France, the Netherlands, and Switzerland. These countries cooperate on various aspects related to the navigation and management of the Rhine.

On 27 September 2021, a Diplomatic Conference convened by the CCNR concluded the 2012 *Strasbourg Convention on the limitation of liability in inland navigation (CLNI, 2012)*. It is an international treaty that establishes a uniform legal framework for limiting liability in inland navigation. The convention aims to harmonize the rules regarding the extent to which vessel owners and operators can be held liable for damages occurring in the context of inland navigation. The Convention is structured in five chapters and twenty-two articles. Chapters I and II covers the limitations of liability for the vessel owners and the salvors (articles 1 to 11).

7.2 Impact assessment

In the context of an impact assessment related to legal initiatives, the question on the choice of an approach based on a quantitative and/or qualitative evaluation is essential. Qualitative and quantitative analysis are two fundamental methods of collecting and interpreting data in research:

- **Quantitative analysis** is often associated with numerical analysis where data is collected, classified, and then computed for certain findings using a set of statistical methods. Data is chosen randomly in large samples and then analysed. The advantage of quantitative analysis is that the findings can be applied in a general using research patterns developed in the sample. Quantitative analysis is more objective in nature. It seeks to understand the occurrence of events and then describe them using statistical methods.
- **Qualitative analysis** is concerned with the analysis of data that cannot be quantified. This type of data is about the understanding and insights into the properties and attributes of objects (participants). Qualitative analysis can get a deeper understanding of “why” a certain phenomenon occurs. The analysis can be used in conjunction with quantitative analysis or precede it.

Based on the experiences of the consortium members in previous similar activities, it was decided that this analysis will be based on a qualitative approach gathering opinions and drivers from desktop research, interviews, surveys, workshop and, whenever available, past or present impacts assessments carried out on behalf of authorities such as the European Commission. This research covers essentially an evaluation on the initiatives that have been depicted in the previous chapter.

The aim of this impact assessment is to evaluate on how those legal initiatives have positively improved intermodal transport in terms of (transport) liability, responsibilities and flexibility of transport, which will thus be used as the three evaluation criteria for this impact assessment.

There is a difference between liability and responsibility, although they are often used interchangeably in everyday language. Liability is narrower and typically involves legal and financial obligations. Responsibility is broader and includes moral, ethical, and professional duties.

- **Liability** refers to a *legal obligation* or accountability. It is the state of being responsible for something, especially by law.
- **Responsibility** refers to a duty or task that one is expected or required to carry out. It encompasses a broader scope, including moral, ethical, and professional duties.

By ‘**transport flexibility**’, we mean the ability to seamlessly connect different modes of transportation, such as road, rail, inland navigation and short-sea-shipping, to provide logistics players with a range of options.

This impact assessment is based on a matrix which includes the name of the legal initiative, the three criteria and general comments. The qualitative evaluation for each single legal initiative and for each of the three criteria is based on a global score ranging from ‘++’ very positive impact to ‘- -’ very negative impact.

Table 2 summarises the results of the impact assessment of the previously identified initiatives (see section 7.1). It is worth here to mention that the analysed regulatory and/or policy initiatives are not all ratified and are essentially addressing only one transport mode. The liabilities and the responsibilities of the carrier and of the consignor/shipper are detailed and clear. Intermodality is only evoked in the convention related to sea shipping with the concept of door-to-door shipping transport which would then include the land transport modes such as road and rail.

Table 2 - Impact assessment

Name of the initiative	Transport Mode	Liability	Responsibility	Flexibility	Comment
CIM (uniform rules concerning the contract of international carriage of goods by rail)	Rail	++	++	0	<ul style="list-style-type: none"> • Liability: CIM sets clear limits on the carrier's liability for loss, damage, or delay of goods in case of cross-border traffic. CIM establishes specific compensation caps, ensuring that the liability is proportional and predictable, which is beneficial for both carriers and CTOs. • Responsibility: the responsibilities of the carrier (railway undertaking) and the consignor (CTO, LSP, shipper). • Flexibility: no rules are specified for the choice of transport mode. This document is only for rail transportation.

<p>General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)</p>	<p>Rail</p>	<p>++</p>	<p>++</p>	<p>0</p>	<ul style="list-style-type: none"> • Liability: rules are laid down for the carrier and the consignor • Responsibility: principles are set for all relevant parties (for example the consignment notes under the responsibility of the CTO) • Flexibility: this document rules out only principles for the rail part. No rule specified on the choice of transport mode.
<p>Convention on the Contract for the International Carriage of Goods by Road (CMR)</p>	<p>Road</p>				<ul style="list-style-type: none"> • Liability: clear rules are set for the carrier (road haulier) and the consignor • Responsibility: principles are laid down for all actors performing a pure road transportation • Flexibility: no rules on the choice of transport mode
<p>United Nations Convention on Contracts for the International Carriage of</p>	<p>Maritime</p>	<p>++</p>	<p>++</p>	<p>(+)</p>	<ul style="list-style-type: none"> • Liability: rules are set for the carrier with some limitations

<p>Goods Wholly or Partly by Sea (Rotterdam Rules)</p>					<ul style="list-style-type: none"> • Responsibility: the responsibilities are set for the carrier and the shipper • Flexibility: One of the most important advancements is its application to "door-to-door" shipping. This means the convention covers the entire journey of goods, including land-based transportation connected with the sea carriage, which makes it different from earlier conventions like the Hague-Visby Rules or Hamburg Rules, which focus mainly on port-to-port shipping
<p>Strasbourg Convention on the Limitation of Liability in Inland Navigation (CLNI)</p>	<p>Inland navigation</p>	<p>++</p>	<p>++</p>	<p>0</p>	<ul style="list-style-type: none"> • Liability: the convention defines and sets rules for the shipowners and operators for claims arising out of inland navigation. • Responsibility: the convention compiles the responsibilities of the shipowners.

					<ul style="list-style-type: none"> • Flexibility: no rules on the choice of transport mode
Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI)	Inland navigation	++	++	0	<ul style="list-style-type: none"> • Liability: the convention covers the liabilities of the carrier. • Responsibility: the convention also covers the responsibilities of all involved stakeholders. • Flexibility: no rules on the choice of transport mode

Legend: ++ = high impact on the evaluation criteria – 0 = no impact on the evaluation criteria

8 Analysis of the contractual arrangements in intermodal transport

This section covers the results of the analysis related to the contractual arrangements between the various intermodal stakeholders. A contractual arrangement is a document that outlines the terms and conditions for an ongoing business relationship between two or more parties. The purpose of a such an agreement is to establish rules, responsibilities, and expectations when working together.

In an intermodal ecosystem based on a combination with the transport modes road and rail, the following key contractual relationships may be concluded:

1. Railway Infrastructure Managers (IMs) and Railway Undertakings (RUs)
2. Railway Undertakings (RUs) and Combined Transport Operators (CTOs)
3. CTOs and Combined Terminal Operators (TOs)
4. CTOs and CT customers (freight forwarders, LSPs)
5. Trucking companies - freight forwarders, LSPs
6. LSPs / freight forwarders - shippers

As one of the tasks within work package 2 is to promote intermodal transport among the logistics environment with enhanced contractual arrangements, the project partners decided to focus on the contractual relationships 4 and 6 from the list above. All railway-related contractual relationships (points 1 and 2) are therefore excluded from this analysis. Points 3 and 5 have also been put aside as the trucking companies and terminal operators have no role in the selection of the transport modes: they are subcontractors of respectively LSPs and CTOs.

8.1 Contractual relationship between intermodal operators and their customers

A Combined Transport Operator (CTO) and CT customers (e.g. freight forwarders, LSPs) have distinct but complementary roles within the logistics and transportation industry, often working closely together to facilitate the efficient movement of goods. Freight forwarders work with intermodal freight operators to arrange the transport of goods using multiple modes of transportation. They rely on the infrastructure and operational capabilities of intermodal operators to execute the physical movement of goods. Intermodal operators depend on freight forwarders to bring them business and ensure that the logistics and administrative aspects of the shipments are properly managed.

UIRR – the voice of Europe’s intermodal freight transport - bring together 100+ leading Intermodal Transport Operators, Transshipment Terminal Managers, Technology Partners and National Associations to steer the EU policy agenda towards a competitive zero-carbon intermodal transport freight sector for Europe. UIRR also advocate for stronger standards, increased interoperability and harmonised digital, operational, and technical processes. UIRR represents more than 50% of the road-rail combined transport in Europe.

In terms of contractual harmonisation, UIRR and its member companies have developed the so-called UIRR General Conditions which set the rules between a CTO and its customers. This framework contract has been adopted by all member companies in the late nineties. The following section will provide an insight of these UIRR conditions and how the members have implemented these in their own policies.

8.1.1 UIRR General Conditions

The UIRR General Conditions govern the relationship between a combined transport company, which is a member of the UIRR and a customer carrying out combined international rail and road transport. Domestic traffic is therefore managed by different contractual rules. The conditions can be considered as a general framework agreement for the intermodal freight sector. The conditions are available in nine different languages. The UIRR General conditions have been implemented on the 1st July 1999 and are structured around 10 clauses. Table 3 details the content of each clause.

Table 3 - The content of the UIRR general conditions

Clause	Title	Description
1	Definitions	It includes the definitions of key elements of the contract such as customers, combined transport, intermodal transport unit, arrival, handover.
2	Object of the Contract - Obligations of the parties	This part describes the role of the UIRR company and of the customer.
3	Conclusion and coming into effect of the UIRR Contract	This section describes the applicability of the contract (when and where the conditions apply).
4	End of the UIRR Contract	This clause details when the contract will be terminated.
5	Condition of the transport unit and merchandise - customer's liability	This part details the liability of the customer in terms of information to be provided, document to be transmitted, physical status of the loading units (suitability and security).
6	Dangerous or unauthorised goods	This clause provides the rules in case of shipment with dangerous goods.

7	Payment Terms	The conditions for the payment terms are described in this section.
8	Liability of the UIRR company	This clause details the liabilities of the operator in case of losses and damages. It also describes the time when the liability starts and ends (link to clause 4). If the losses or damages occur during the railway transportation, the CIM rules are to be applied. A list of indemnities is also inserted.
9	Terms of indemnity	The conditions for an indemnity are listed (both for the customer and intermodal operator).
10	Closing provisions	The rules in case of disputes are detailed. Some exemptions are proposed.

8.1.2 Terms and conditions of selected intermodal operators

The UIRR General conditions were designed and implemented in July 1999. These conditions have never been reviewed despite the evolution of the intermodal legal framework. For this reason, it was decided to perform a comparative analysis among the UIRR members if those conditions are still in use or if the UIRR members have decided to modify them or even drafted completely new general terms and conditions.

Table 4 summarises the situation per selected operator. Nearly all operators have now designed their own terms and conditions without referencing the UIRR general conditions. Only two operators apply in full the UIRR document and one operator has referenced those conditions as minimum requirements.

Table 4 - General conditions of selected UIRR member companies

Intermodal operator	UIRR General conditions	Comments
Adria Kombi	Own terms and services	Based in Slovenia, this operator has developed its own terms & conditions with the article 1.4.1 that imposed the UIRR General Conditions. However, in case of any discrepancies between the UIRR General Conditions and the text of the company's specific agreement the text of the company's agreement shall prevail.
Alpe Adria	Own terms and services	Based in Italy, the operator has developed its own rules without any reference to the UIRR General Conditions.
Ambrogio Trasporti	Own General Terms and Conditions	Based in Italy, the international transport services of this operator are regulated by the CMR.
Baltic Rail	Own General Terms and Conditions	Based in Lithuania, this operator is at the same time an intermodal player and a freight forwarder. They apply the General Austrian Freight Forwarder's terms and conditions (AÖSp).
CargoBeamer	Own General Terms and Conditions	Based in Germany, this operators developed new conditions without any reference to the UIRR General Conditions.
Hupac	Yes, in full	The Hupac Group, based in Switzerland, applies the UIRR General Conditions for all traffic in Europe. For international logistics, the Hupac Group has developed specific arrangements.
Kombiverkehr	Own General Terms and conditions of business	Based in Germany, the operator has recently reviewed its conditions (February 2024).
Mercitalia Intermodal	Yes, in full	Based in Italy, the operator applies the UIRR General Conditions for cross-border traffic

		whereas for domestic traffic specific rules have been developed.
Metrans	Own General Terms and conditions of business	Based in Slovakia, the operator has developed a set of GTCs for different purposes (general conditions for container transport, general conditions of freight forwarding in Czech Republic and Slovak Republic). Metrans uses the general conditions of freight forwarding of national associations.
Naviland Cargo	Own General Terms and Conditions of Sale	Based in France, the operator has defined terms and conditions in any of its capacity (freight forwarder, warehouse keeper, agent, carrier).
Novatrans	Own Terms and Conditions	Based in France, the operator has defined terms and conditions to regulate the relationships between Novatrans and its Clients. No reference to UIRR document.
Samskip	Own Multimodal Conditions	Based in The Netherlands, the operators has defined terms and conditions applicable for all multimodal transport services carried out on their network.

In the following chapters, a detailed overview of various company's specific terms and conditions will be provided. The final aim is to derive a potential framework contract agreement from this analysis that could be used by any interested parties. The following selection criteria were used to define the best cases to be further analysed: (1) location of the company, (2) types of traffic (maritime, continental), (3) techniques (vertical, horizontal) and (4) size of the company (small, medium or large). Based on these criteria, the partners have selected the following five companies: Adria Kombi (Slovenia), Baltic Rail (Estonia), Kombiverkehr (Germany), Metrans (Slovakia) and Samskip (The Netherlands).

8.1.2.1 Adria Kombi

Adria Kombi (Slovenia) is an intermodal rail freight operator specialised in offering services to and from Slovenia with a special focus on serving the Port of Koper, while partnering in operating the Ljubljana-Wels RoLa service.

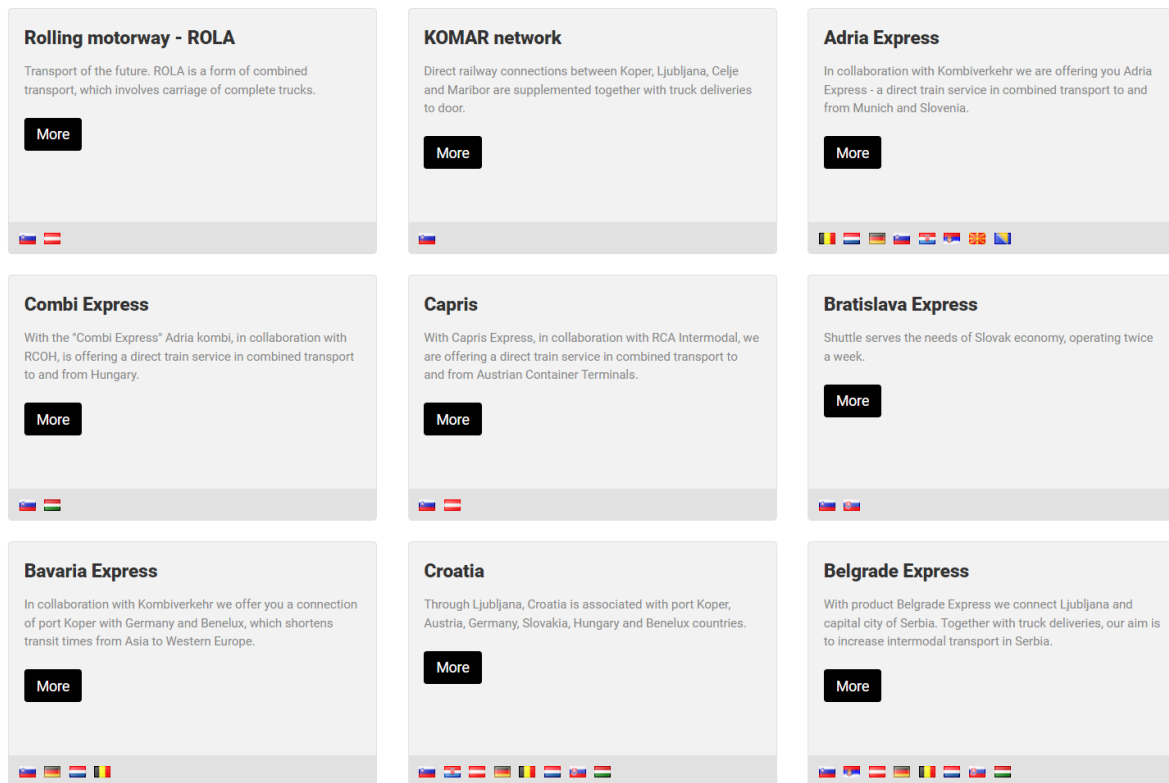


Figure 4 - List of services by Adria Kombi (Source: Adria Kombi, 2024a)

Adria Kombi's business conditions are available on its website (Adria Kombi, 2024b). They are structured around 17 articles, which can be summarised as follows:

- Article 1 lists the introductory provisions: engagement of the parties (status of the signatories, language versions, reference to UIRR conditions)
- Article 2 details the services to be provided by Adria Kombi (differentiate between carrier and intermodal organiser, freedom to organise the transport e.g. routes)
- Article 3 covers the orders, data and information to be provided by the Client (online bookings only, mandatory list of data and documents to be shared with an obligation of accuracy, ownership of goods, data processing)
- Article 4 defines certain additional obligations regarding to the goods (goods in conformity with legislation as for example CMR, CIM, packing obligations, unauthorised goods)



- Article 5 covers the commercial nature of the relationship between Adria Kombi and the Client.
- Article 6 details the obligations in case of deliveries and pickups.
- Article 7 covers the invoicing and client's payment obligations based on the price-offer as defined in article 3. The rules for raising complaints are included.
- Article 8 inserts the Adria Kombi's right to demand an advanced payment in case of claims exceeding a certain amount.
- Article 9 details the liability of Adria Kombi in case of losses and damages incurred to the goods with a clear reference to the clauses 8 and 9 of the UIRR General Conditions.
- Article 10 describes the procedures for the clients in case of damage claims.
- Article 11 details the indemnification obligations by the clients to Adria Kombi.
- Article 12 covers the aspects of trade secrets, meaning the non-disclosure of the terms and conditions to any other person.
- Article 13 defines the 'force majeure' case. "Force majeure" shall stand for any reason preventing a Party or its partners from fulfilling the obligations pursuant to this agreement if such a Party was unable to reasonably foresee such reasons and prevent its consequences.
- Article 14 defines the rules for the duration and termination of the agreement.
- Article 15 rules out the communication procedures between the parties (obligation to use the EDI system of Adria Kombi for any orders)
- Article 16 covers the anti-corruption clause.
- Article 17 lists the various missing clauses (disputes, changes to the organisational forms).

8.1.2.2 Baltic Rail

Baltic Rail (Estonia) is an intermodal rail freight operator focused on north-south cross-border relations in the eastern half of Europe running from Poland all the way down as far as the Port of Koper in Slovenia. The company also operates container terminals.

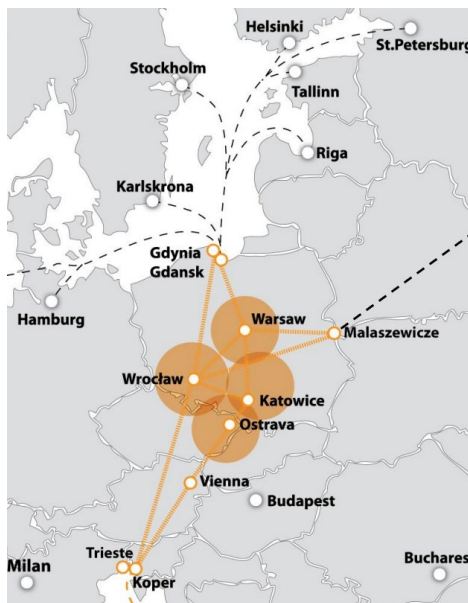


Figure 5 - Services and terminals offered by Baltic Rail (Source: Baltic Rail, 2022)

Baltic Rail's contractual agreement (Baltic Rail, 2024) are available on their website and is based on a template developed by the forwarders in Austria.

The General Austrian Forwarders' Terms and Conditions (AÖSp) are the standardized terms and conditions used by freight forwarders in Austria. These terms outline the responsibilities, liabilities, and obligations of both the forwarder and the customer in the context of logistics, transportation, and related services. The AÖSp may be updated periodically to reflect changes in law or industry practices. Businesses using these terms should ensure they are operating under the most current version.

The following key elements can be extracted from these Terms and Conditions:

- **Scope of Services:** the terms specify the types of services covered, including transport, storage, handling, customs clearance, and other related logistics services.
- **Liability:** The forwarder is liable for damages caused by loss, damage, or delay of goods during transportation, but this liability is often limited by specific conditions and caps on compensation. Liability exclusions may apply in cases of force majeure, improper packaging by the customer, or inherent risks associated with certain types of goods.
- **Insurance:** The customer can request that the forwarder arrange insurance for the goods at the customer's expense. The terms under which the forwarder may offer such insurance, including the limits and conditions, are specified.

- **Obligations of the Customer:** The customer must provide accurate information about the goods, including their nature, weight, dimensions, and any special handling requirements. Proper packaging is the customer's responsibility unless agreed otherwise.
- **Payment Terms:** this part specifies the payment obligations of the customer, including deadlines, invoicing, and consequences for overdue payment.
- **Delivery and Performance Deadlines:** The AÖSp outlines the forwarder's obligations regarding delivery times, while also allowing for certain delays without liability, particularly in circumstances beyond the forwarder's control.
- **Handling of Claims:** The procedure for lodging claims for damage, loss, or delay is specified, including time limits for filing claims and the necessary documentation.
- **Jurisdiction and Applicable Law:** Disputes are generally subject to Austrian law, and specific courts may be designated for resolving disputes.

8.1.2.3 Kombiverkehr

Kombiverkehr (Germany) is an intermodal rail freight operator with one of the largest networks in Europe, and it owns stakes in several terminals throughout Germany. Kombiverkehr operates more than 170 train departures daily and connects 220 terminals in 25 countries.

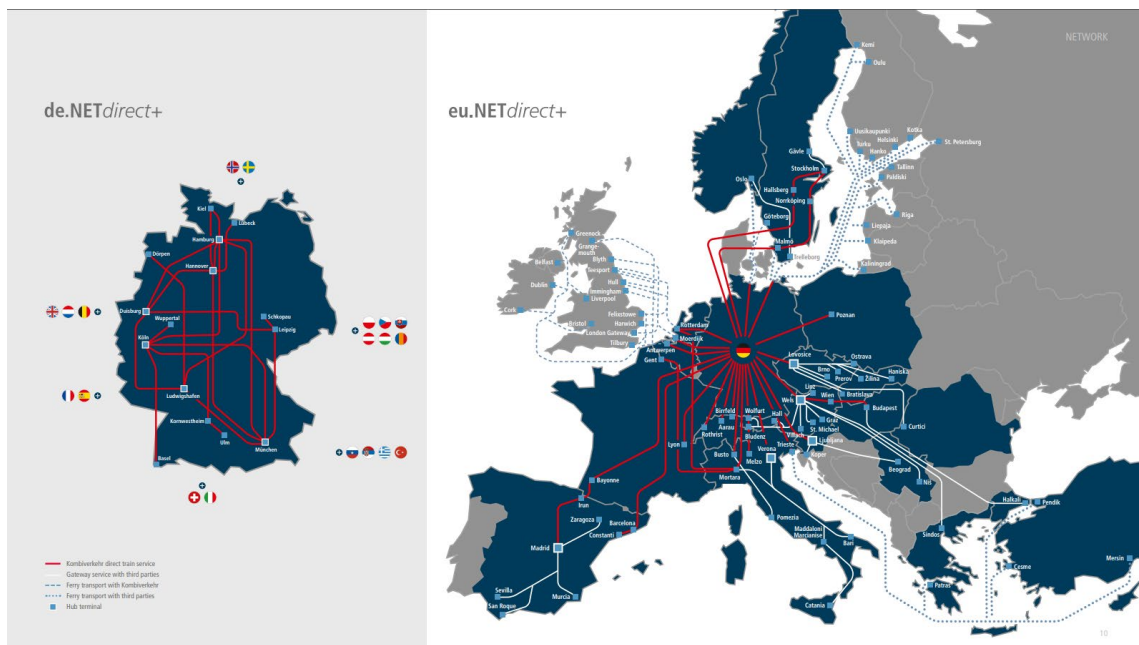


Figure 6 - The extensive network of Kombiverkehr (Source: Kombiverkehr, 2024)



The General Terms and Conditions of Business are available on the company's website (Kombiverkehr, 2024). These terms are valid since the 1st of February 2024. These terms are constructed around 10 main parts:

- **Subject matter of contract:** the terms apply to all freight forwarders contracts, to all transport units that are rail-compliant and designed according to ISO/EN standards and UIC IRS. All units must be labelled with a BIC or ILU-Code.
- **Duties of parties:** Kombiverkehr undertakes to arrange the rail carriage of transport units to the agreed place of reception and the necessary transshipments. The definitions of rail carriage and transshipment are inserted. Seaborne legs are also possible. Road carriage is only accepted based on a separate freight forwarding contract. The customer is both the sender and the recipient of the transport unit. It includes the obligation of the customer to transmit in good time full and correct details of the unit and goods.
- **Acceptance of the transport unit:** the transport unit shall be delivered by the customer on the agreed date and in proper state (without visible and detectable damages).
- **Delivery of the transport unit:** the delivery is done to the customer. In case of no pickup, the operator may decide to store the loading unit without the permission of the customer.
- **Characteristics of the transport unit and goods, customer liability:** the units and goods must be operationally safe according to the loading principles. The operator may inspect the unit from the ground, no obligation to inspect the goods inside the loading units. External damages will be reported. Specific rules for temperature-controlled units.
- **Dangerous Goods:** prior notification must be made, must be compliant with current legislation, special delivery and pick-up rules
- **Payment, set-off:** separate document available on the operator's customer platform,
- **Liability:** rules in case of national carriage by rail and road (reference to German law HGB - Handelsgesetzbuch), for cross-border transport the ER/CIM applies. Transshipment activities are excluded. For seaborne, the HGB must be considered. Liability shall be limited to a fixed special drawing rights (SDR) for each kilogram of the gross weight of the goods.
- **Notification of claims in the event of damage to goods:** the customer must notify any losses or damage not externally visible within five days.
- **Final clauses:** place of jurisdiction is Frankfurt and laws of Germany shall apply.

The German version shall be exclusively authoritative for construction and interpretation of these Terms and Conditions; the English version is for information only.

8.1.2.4 Metrans

Metrans (Slovakia) operates one of the largest intermodal rail freight networks in Europe consisting of cross-border - including intercontinental relations - and domestic services focusing on port hinterland services including door-to-door services. METRANS owns and manages 11 intermodal transshipment terminals throughout Eastern Europe.

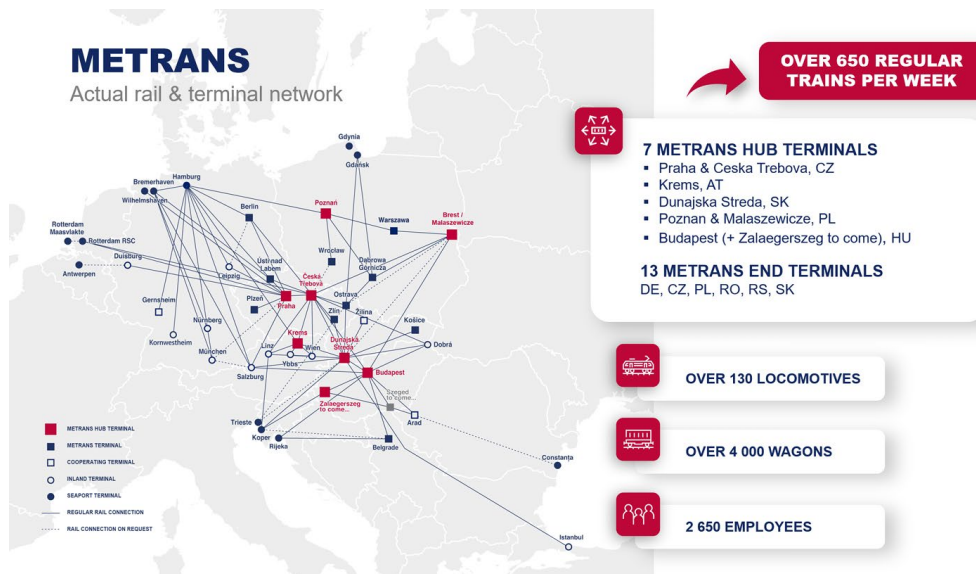


Figure 7 - The actual rail and terminal network of Metrans (Source: Metrans, 2024)

The General conditions and its appendixes are available on the company’s website (Metrans, 2024). The intermodal operator has developed a set of terms and conditions depending on the role and the routes.

8.1.2.4.1 The general conditions for container transports in 2024

The general conditions for container transport by Metrans cover various aspects essential for the smooth operation of their services. These conditions include detailed guidelines on the handling, booking, and transportation of containers across their network, which spans multiple European countries.

- **Booking and Handling:** Metrans requires that bookings for container transport are made in advance, specifying all necessary details such as origin, destination, type of container, and any special handling requirements.
- **Liability:** The company’s liability is governed by standard international transport regulations, but it is important to note that liability limits may apply depending on the mode of transport (e.g., rail, road, or sea).
- **Customs and Documentation:** Metrans provides services related to customs clearance and requires that all documentation be complete and accurate to avoid delays.



- **Pricing and Payments:** The conditions include detailed provisions on pricing, which can vary based on the specific routes and services required. Payment terms are clearly outlined, and Metrans offers various solutions to address fluctuations in costs, such as fuel surcharges.
- **Operational Terms:** There are specific terms concerning the delivery and pickup of containers, including timeframes, responsibilities for loading/unloading, and conditions for demurrage or detention fees if containers are not collected or returned in a timely manner.
- **Insurance:** While Metrans provides a level of insurance coverage, customers are often advised to secure additional insurance based on the value and nature of the goods being transported.

These conditions are essential to ensure that all parties involved understand their rights and obligations during the transportation process, helping to prevent disputes and ensure efficient service. Further and deviating terms of certain METRANS services are specified in separate appendices of the contract (Rotterdam, Duisburg, Gdansk, Halkali, Krems, Salzburg, Linz, Budapest).

8.1.2.4.2 [General Conditions of Freight Forwarding of The Association of Forwarding and Logistics of the Czech Republic and of Slovak Republic](#)

The General Conditions of Freight Forwarding established by the Association of Forwarding and Logistics of the Czech Republic (Asociace spedice a logistiky) and by the Association of Forwarding and Logistics of the Slovak Republic (Zväz zasielateľstva a logistiky Slovenskej republiky) outline the fundamental rules and regulations governing freight forwarding operations within the Czech Republic and Slovakia.

These conditions are critical for defining the rights and responsibilities of both freight forwarders and their clients. Here are the key elements of the General Conditions of Freight Forwarding:

- **Scope of Application:** These conditions apply to all freight forwarding contracts unless otherwise agreed upon in writing between the parties involved.
- **Definitions:** Terms related to freight forwarding are clearly defined, such as "forwarder," "client," "transport," and "cargo."
- **Responsibilities of the Forwarder:** The freight forwarder must organize the transport of goods, ensure compliance with laws and regulations, and provide necessary documentation. The forwarder is responsible for the selection of carriers and other service providers but limits liability in the event of loss or damage to goods, subject to certain conditions.
- **Client Responsibilities:** Clients are responsible for providing accurate information regarding the cargo, including its nature, value, and any specific handling requirements. Clients must ensure that the goods are properly packaged and labeled for transport.
- **Liability:** The liability of the freight forwarder is limited, often aligned with the regulations governing transport liability in the Czech Republic and international standards. In cases of damage, loss, or delay, claims must be submitted in writing within a specified time frame.

- **Insurance:** The conditions typically recommend that clients obtain appropriate insurance coverage for their cargo to mitigate potential risks.
- **Rates and Payment:** Details regarding the calculation of freight rates, payment terms, and potential additional charges (e.g., for storage or customs clearance) are included. Payment must be made promptly as specified in the contract.
- **Dispute Resolution:** Provisions for resolving disputes, including applicable laws and jurisdiction, are often detailed. Mediation or arbitration may be suggested as preferred methods for resolving conflicts.
- **Force Majeure:** Clauses outlining circumstances beyond the control of either party (e.g., natural disasters, strikes) that may exempt them from liability.
- **Amendments:** Any amendments to the general conditions must be made in writing and agreed upon by both parties.

8.1.2.5 Samskip

The Samskip Group is a Dutch-based global logistics and transportation company. Samskip is known for its extensive network across Europe and beyond, offering containerized cargo services, refrigerated transport, and supply chain management.

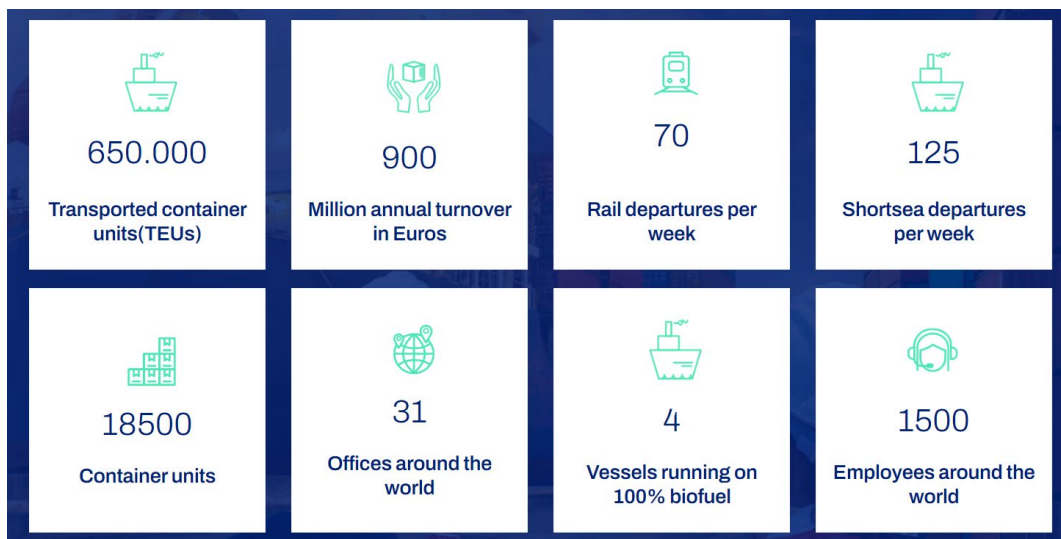


Figure 8 - Key figures of Samskip (Source: Samskip, 2024)

In this context, the group has developed the following terms and conditions (Samskip, 2024):

- Samskip hf – Iceland – Bill of Lading /Sea waybill Terms: these are the conditions for all shipping services to and from Iceland and the Faroe Islands.
- Samskip Multimodal Terms and Conditions: these are the applicable Terms & Conditions for all multimodal transport services carried out by Samskip Multimodal B.V. in its extensive European multimodal transport network



- Dutch Forwarding Conditions – Fenex: These are the applicable Terms & Conditions for all multimodal transport services carried out by Samskip Multimodal B.V. in their extensive European multimodal transport network
- Samskip Logistics Bill of Lading / Sea waybill conditions: These are the applicable Terms & Conditions for all transport services carried out by Samskip Logistics B.V. and their overseas sales offices
- Samskip Duisburg Terminal Conditions: These are the applicable Terms & Conditions for all transport services carried out by Samskip Logistics B.V. and their overseas sales offices

8.1.2.5.1 Samskip Multimodal Terms and Conditions

The multimodal terms and conditions of Samskip cover various aspects related to their logistics and transportation services, especially within their extensive European network. These terms typically include the following key points:

- **Carrier's Responsibilities:** Samskip outlines its liability for loss or damage to goods during different stages of transport, depending on whether the transport is "Port-to-Port" or "Combined Transport." The liability varies based on where and when the damage occurs, and certain exclusions apply, such as those due to the shipper's actions or unavoidable incidents.
- **Subcontracting:** Samskip has the right to subcontract any part of the transportation process. They limit liability claims against their subcontractors, extending the same protections that apply to Samskip to these parties.
- **Sustainable Multimodal Transport:** Samskip emphasizes their commitment to sustainability by prioritizing multimodal transport, which combines various modes like rail, sea, and road to reduce CO2 emissions. This approach not only meets environmental targets but also addresses logistical challenges like road congestion and driver shortages.
- **Legal and Tariff Information:** The terms include specific tariff conditions applicable at the time of shipment, which are available upon request. Samskip also adheres to various legal standards, including those set by EU regulations, particularly in shifting transport modes to reduce carbon emissions.

8.1.2.5.2 Dutch Forwarding Conditions – Fenex

The Dutch Forwarding Conditions, often referred to as Fenex Conditions, are a set of standard terms and conditions used in the Netherlands for the logistics and freight forwarding industry. They provide a legal framework for the relationship between freight forwarders and their clients, covering various aspects of the forwarding process, including the responsibilities, liabilities, and rights of the parties involved.



The Fenex Conditions are essential for managing risks and clarifying responsibilities in the logistics and forwarding industry. They provide a balanced approach that protects both the forwarder and the client, ensuring smooth and predictable transactions. Businesses engaged in international trade or logistics in the Netherlands frequently adopt these conditions to streamline their operations and avoid misunderstandings or legal disputes.

The key Features of the Fenex Conditions are described below:

- **Scope and Application:** The Fenex Conditions apply to all activities related to the forwarding and transportation of goods. This includes the organization of transportation, storage, customs clearance, and other related services. They are widely accepted in the Dutch logistics industry and are typically included by reference in contracts between forwarders and their clients.
- **Liability:** The conditions outline the extent of the freight forwarder's liability for loss, damage, or delay of goods. Typically, the forwarder's liability is limited to a certain amount per kilogram of lost or damaged goods, and this amount may vary depending on the mode of transport. The forwarder is not liable for damages resulting from force majeure or circumstances beyond their control, such as natural disasters, strikes, or government actions.
- **Obligations of the Freight Forwarder:** The forwarder is required to carry out their duties with due care and diligence, ensuring the proper handling and transportation of goods. They must provide timely and accurate information to their clients regarding the status of shipments and any potential issues that may arise.
- **Obligations of the Client:** The client must provide the forwarder with accurate and complete information regarding the goods to be transported, including details on the nature of the goods, their value, and any special handling requirements. The client is also responsible for ensuring that all necessary documentation is in order and that the goods are properly packed and labeled.
- **Claims and Disputes:** The Fenex Conditions stipulate the procedures for filing claims against the forwarder in the event of loss, damage, or delay. Claims must typically be submitted within a specified time frame, and the conditions may limit the types of compensation that can be sought. Disputes arising under the Fenex Conditions are usually subject to arbitration rather than court litigation, and the arbitration is often conducted in the Netherlands.
- **Insurance:** The conditions encourage parties to arrange for appropriate insurance coverage for the goods being transported, as the forwarder's liability is often limited and may not cover the full value of the goods.



8.2 Contractual relationship of Shippers and LSPs

In a contractual relationship between a shipper and logistics service providers (LSPs), the contract should cover various aspects to ensure clarity, legal protection, and smooth operations. The following key elements should be ruled and included in such contracts:

- Scope of service: service description, transport mode, geographical scope
- Roles and responsibilities of each party involved
- Performance standards and KPIs with SLAs
- Pricing & Terms specifying the rates, the charges, and the payment terms
- Liability & insurance including the limitations, the coverage, and the rules in case of force majeure
- Delivery & Acceptance terms with clear proof of deliveries (documents) and acceptance criteria
- Term and Termination with duration, termination clauses and notice period
- Dispute resolution with governing laws
- Use of subcontractor (if allowed and under which conditions)
- Indemnification in case of damages, losses...
- Intermodality & sustainability integrating commitments to intermodal and sustainable goals

The following sections will analyse in more details on how the stakeholders – shippers and LSPs – have transposed these elements into their daily tendering process and contractual arrangements. To perform this analysis, the project partners have used different channels to obtain and understand today's contractual structure. Business operators were very reluctant to share internal legal documents with the consortium due to confidentiality concerns. It was therefore decided to conduct direct interviews with selected actors. In total, 10 companies have been questioned (see annex 2 for the interview guidelines).

8.2.1 Gruber Logistics

Gruber Logistics is an international logistics company based in South Tyrol, Italy. Established in 1936 by Josef Gruber, it has evolved into one of Europe's leading logistics service providers. The company offers a wide range of transportation and supply chain management services, with a focus on innovative logistics solutions (see Figure 9). The company employs 2,250 directly employees and has a turnover of 720 million euros in 2022.

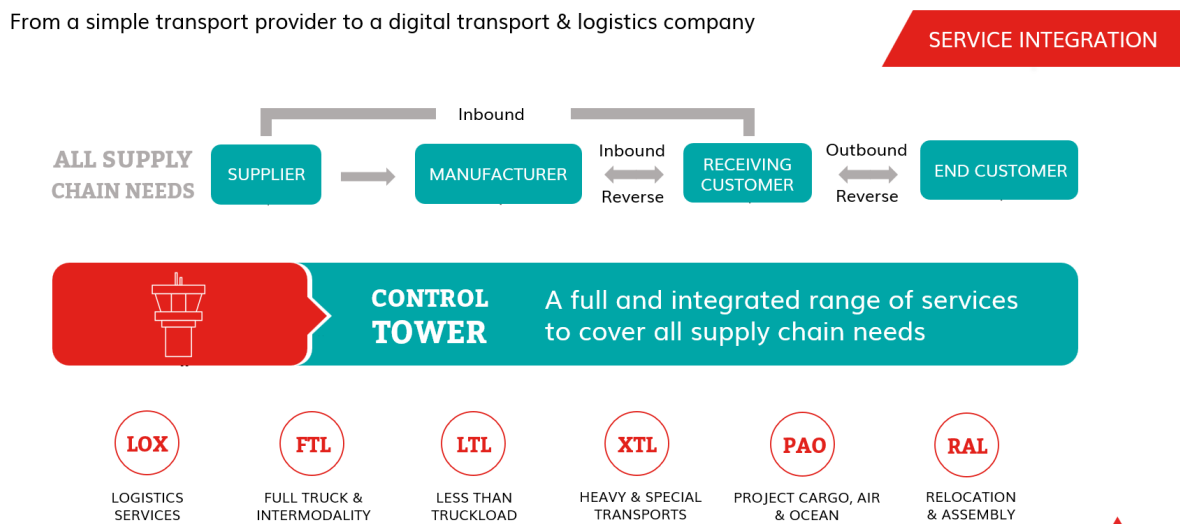


Figure 9 - The service integration by Gruber Logistics (Source: Gruber, 2024)

Gruber Logistics specializes in both national and international transportation, with extensive expertise in a variety of sectors such as automotive, industrial equipment, construction, energy, and more. Their services include road, rail, air, and sea freight, making them a comprehensive logistics partner for businesses in various industries. The company operates across Europe and has partnerships in all continents. In addition, they offer warehousing & inventory management services, customs & administrative support and project logistics.

Gruber Logistics is committed to sustainable practices in logistics, focusing on reducing their carbon footprint. They invest in eco-friendly vehicles, promote rail transport as a greener alternative, and implement energy-efficient measures within their operations. They are aligned with European sustainability goals, and this commitment resonates across their business practices.

Gruber Logistics operates a large fleet of vehicles (850 trucks and 1 500 trailers), including standard trucks, specialized trailers for oversized loads, and eco-friendly vehicles. Their heavy-duty vehicles are equipped for transporting abnormal loads and other large industrial components. In 2022, the integration of Universal Transport into GRUBER Logistics was a big step which allows us to take over the European leadership of oversized and overweight transports.

In the following parts of the deliverable, we are focusing on the content of Gruber’s general conditions, the logistics agreement with an intermodal operator and the key components of the tender and contractual environment with their customers (shippers). The results are based on documentation received from Gruber and on an online expert interview.

8.2.1.1 General conditions

Gruber Logistics has provided two different general terms and conditions: the first GTCs are covering the activities of Gruber as service provider to LSP, and the second one set the GTCs between Gruber and the selected intermodal operator.

The **GTCs for the logistics part** are covering the following main aspects: hourly allowance/parking for loading / unloading, working days, urgencies, insurance, late payment, right of retention, execution, equipment, price, invoicing and dispute. The following table summarises the main elements per aspect.

Table 5 - Gruber's General Terms and Conditions for shippers

Key elements	Content
Hourly allowance at loading and unloading	<ul style="list-style-type: none"> • 2 hours allowance for EU countries • 24-hour allowance for all other countries • Different amounts are due for each additional hour of parking and for different types of loading units (for example 50€ for normal tarpaulins trucks)
Working Days /urgencies	<ul style="list-style-type: none"> • Monday to Friday. • Saturdays/Sundays are possible but with potential additional fees. • Urgencies are planned for Summer and Christmas weeks with potential additional fees.
Insurance	<ul style="list-style-type: none"> • Domestic transport (Italy): liability according to Italian civil code • Domestic transport (others): laws in for in the country • Cross-border transport: CMR convention
Execution	<ul style="list-style-type: none"> • Gruber reserves the right to determine the means of transportation, and transportation routes. • Customers are responsible for the proper placement of goods on the means of transportation. • In the case of transports needing special equipment, it shall be made available at the place of loading or unloading at no additional cost.
Disputes	<ul style="list-style-type: none"> • Exclusive place of jurisdiction is Bolzano, no other forum is allowed

The GTCs for the intermodal part are covering the following points: general principles, services and products, prices, payment, liability, loading units, jurisdiction. Table 6 summarises the main elements per aspect.

Table 6 - Gruber's General Terms and Conditions for intermodal operators

Key elements	Content
General principles	<ul style="list-style-type: none"> • Rules for freight forwarding services in intermodal freight traffic • No relationship with the consumers • Other rules shall also apply (terminal conditions, side conditions) • Rules may be modified at any time with a one-month notice
Services and products	<ul style="list-style-type: none"> • Fixed freight transport capacity on existing trains • Orders confirmed are deemed as booked on a binding basis • Block trains are possible
Prices	<ul style="list-style-type: none"> • The agreed prices shall cover the railway transport including one crane lift at each terminal. • Ancillary services will be invoiced separately. • Subsidies shall be considered in the prices.
Payment	<ul style="list-style-type: none"> • Weekly invoices, payable 14 days • Protection measure by a credit insurance
Liability	<ul style="list-style-type: none"> • Cross-border rail freight transport: CIM • Outside CIM: German Freight Forwarders Standard Terms and Conditions • Rail transport takes place in open wagons
Loading Units	<ul style="list-style-type: none"> • ILUs are suitable for Combined Transport, technically approved • ILUs shall be inspected from the outside

8.2.1.2 Logistics agreement with intermodal operators

Grubers has shared their template on the logistics agreement between the principal (Gruber) and the contractor (intermodal operator). Table 7 provides an overview of the essential elements of this logistics agreement.

Table 7 - Gruber: main content of the logistics agreement with an intermodal operator

Content of the agreement	Comment
It stipulates that the parties are cooperating for the transport of ILUs in combined transport by rail.	<i>The focus is to shift loading units from road to rail based on the requirements set in the annex of the contract. No other transport mode is mentioned.</i>
The contractual agreement includes the agreement and also annexes and the general terms and conditions.	<i>The conditions described in chapter 8.2.1.2 are part of the agreement but also the annex which described the service and level of performance.</i>
Gruber engages the customers to conduct national and/or international railway transportation of ILUs. Details on the performance are in the annexed.	<i>The modal shift onto rail covers all types of services but are based on the details set in the annex of the contract.</i>
This agreement shall apply for all regular and individual orders assigned by the Principal to the Contractor.	<i>The modal shift covers all types of orders. Individual orders should be understood for transports that were not initially agreed and not planned.</i>
Agreements on quantities and prices of transports are set out in the product agreements.	<i>Gruber engages itself for a guaranteed volume of freight onto rail with the intermodal operator. This engagement on volumes is based on an annual basis.</i>
The parties agree on the prices for the following at the end of the year.	<i>The transport prices are fixed on an annual basis with a review at the end of the year. In case of no agreement and if the contract is not terminated the prices of the current year continue to apply for the following year.</i>
The agreement shall remain effective for an indefinite period.	<i>The period of the agreement is not fixed. One of the parties must terminate the contract with a 3-month notice. Various causes are listed. The annex of the contract can set other rules.</i>

Guaranteed quantities and freight rates are fixed in the grant agreement.	<i>Deadfreight rules are also set. Deadfreight is an amount a LSP needs to pay, when it does not utilise the space, it has reserved on a train. Exemptions rules are also listed.</i>
Payment terms: invoices by email on a weekly basis	<i>The freight rates do not include any storage fees at the terminals and any additional crane lifts.</i>
Timetable, terminal conditions and term/notice period	<i>The exact intermodal timetable is detailed, the specific terminal conditions are referenced, and the term is fixed.</i>

8.2.1.3 Contractual arrangements with shippers

The project partner UIRR performed the interview with the executive director of the business unit for full truck load. The outputs of the discussions on tendering, contracts and intermodality in general can be summarised as follows:

- A majority of the customers (shippers) are using digital means for their tenders. The remaining ones are using the conventional means (personal contacts, emails...).
- The tenders include specifically the requested capacity and the freight rates. Increasingly companies (mainly large customers) are requesting freight rates related to intermodal solutions as potential more sustainable transport solution. The main reasons are (1) the pressure of high-level management sensitive to sustainability and (2) political pressure.
- Grubers includes very often both options: pure road and intermodal solution. The shipper may decide for option A or option B.
- In many cases Gruber proposes a freight rate without informing the shippers that the solution is based on an intermodal service. This gives some flexibility in the choice of the transport mode(s) as for example in case of disruptions or delays.
- The key criteria are still lead times and freight rates. An imposition to use intermodal services is exceedingly rare. A split of the capacity is also not quite common as for example 80% should go on road the remaining 20% with intermodal.
- A mental shift is necessary to convince more shippers to be conscious of their transport options. Educational and training materials would be necessary.
- The contracts are concluded for a 3-5-year period.
- The benefits of the shippers' platform Transporeon have been put forward: easy-to-sue tendering system with customisation features for the shippers.
- Intermodal solutions are selected only if the pricing is the same as for road. In some cases, shippers are ready to pay more thanks to the significant reduction in CO2 emissions.

- Shippers are willing to use intermodal services but not for all their shipments. They are very often testing and evaluating ex-post the experiences.
- Freight rates are essential for the shippers. Currently they put a lot of pressure on the LSPs to lower the prices despite the overall economic situation.

8.2.2 BASF

The BASF Group is one of the world’s largest chemical companies, with a diverse portfolio of products and services spanning various industries. Founded in 1865 and headquartered in Ludwigshafen, Germany, BASF (an acronym for Badische Anilin- und Soda-Fabrik) has grown into a global leader in chemicals, materials, industrial solutions, surface technologies, nutrition, and care. It operates in more than 90 countries and employs over 111,000 people (as of 2023).

BASF’s vast operations are organized into six major business segments: chemicals, materials, industrial solutions, surface technologies, nutrition & care and agriculture solutions.

BASF operates a vast network of production facilities and research centres around the world, with major sites in Europe, North America, Asia-Pacific, and South America. Its largest production site is in Ludwigshafen, known as the BASF Verbund Site, which is one of the biggest integrated chemical complexes in the world.



Figure 10 - BASF: sales and employees by region (Source: BASF, 2024)

BASF's integrated production model, known as Verbund, allows the company to maximize resource efficiency by connecting production plants in a way that minimizes waste and energy consumption. The company has six Verbund sites globally, including those in Germany, Belgium, the U.S. (Texas and Louisiana), Malaysia, and China.

The project partners UIRR and SGKV have conducted the interview with the logistics manager based in the headoffice in Ludwigshafen in Germany. The results are summarised in Table 8.

Table 8 - BASF - results of interviews on tendering process and contracts

Discussion items	Outputs
General information	<ul style="list-style-type: none"> • The modal mix is currently 35% truck, 40% barge and 25% rail. For rail it is still a large volume transferred in specialised tank wagons. Intermodal loading units are used but in limited quantities. • Key account person for intermodal solutions has been recently engaged.
Tendering process	<ul style="list-style-type: none"> • BASF has developed a specific tendering tool to obtain freight rates for their transport needs. Decisions are made by the procurement department. • Spot rates: direct contacts with existing service providers. • Intermodal is not pushed in the tendering process. The bids are completely open. It is up to the LSPs to design an offer based on intermodal services based on rail. • The selection criteria are price and reliability. If these criteria are met by intermodal transport, BASF would switch more easily to intermodal. • Large volumes are often split among several providers to ensure reliability and competitiveness • Sustainable criteria are not yet used but CO2 reporting is carried out with the ecoTransit tool (https://www.ecotransit.org) for scope 3 emissions. Scope 1 and 2 are calculated separately.
Contract	<ul style="list-style-type: none"> • The contract mirrors the specifications of the tendering process. If intermodal is used then it will be part of the contract. • No specific requirements or rules are set in the contracts regarding the use of intermodal solutions. The contracts of the LSPs often contain some specific arrangements. • Contracts are concluded on a three-year basis. New service providers need about 6 months adaptation time.
Types of wagons and loading units	<ul style="list-style-type: none"> • Mainly tank wagons, tank containers and tank trucks (difficult to shift to rail) • Increased investment in longer and heavier containers, slow replacement of conventional tank wagons • Wagons are rented, ILUs are purchased

8.2.3 DHL Spain

DHL Spain is part of DHL, a global logistics and transportation company under the Deutsche Post DHL Group, which is one of the largest logistics providers in the world. DHL Spain offers a broad range of services that include domestic and international shipping, warehousing, and supply chain solutions.

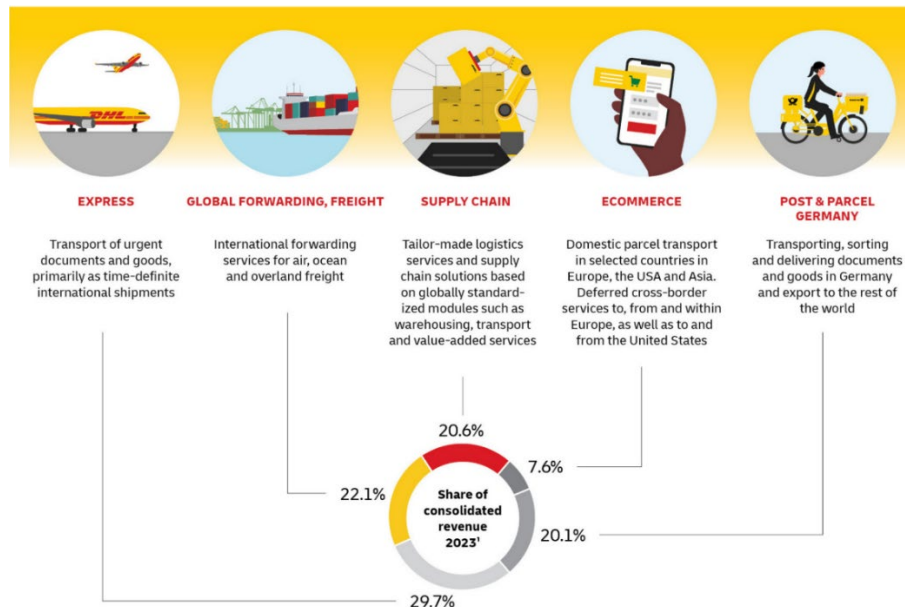


Figure 11 - The DHL divisions (Source: DHL, 2024)

DHL operates through four main divisions in Spain, as it does globally:

- DHL Express: Focuses on time-sensitive international shipments, offering door-to-door delivery services for documents and packages, with options like same-day, next-day, or standard international shipping.
- DHL Parcel: Provides national and international parcel delivery services, mainly for e-commerce businesses and small-medium enterprises.
- DHL Global Forwarding: Handles larger, bulkier shipments through freight transport, specializing in air, ocean, and road freight forwarding.
- DHL Supply Chain: Provides warehousing, distribution, and integrated supply chain management, offering customized logistics solutions for businesses across various industries, including automotive, technology, and retail.

DHL Spain, following the Deutsche Post DHL Group's global environmental commitments, focuses on green logistics. Their GoGreen program aims to reduce CO2 emissions through fleet electrification, route optimization, and energy-efficient warehouses. By 2050, DHL aims to achieve zero emissions, and in Spain, the company is actively deploying electric vehicles and encouraging sustainable logistics practices.



The coordinator of the project FOR-FREIGHT has provided the contact details of DHL Spain. The project partner EURNEX has conducted the interview with the logistics manager based in Spain. The outputs of the discussions can be summarised as follows:

- DHL Spain is a user of intermodal solutions in Europe. It has developed a transport control tower to be able to manage the entire supply chains integrating various stakeholders and transport operators. The control tower is conceptualised around integration of various IT systems that manage different pre-arranged processes with the shippers and the carriers.
- The most important market segments for DHL Spain are automotive, fruit and fresh industries. Fresh food is collected fresh food from Spain to the whole Europe.
- DHL Spain signs contractual arrangements with road, maritime and rail transport operators. Aviation is not used.
- DHL Spain has designed a contractual toolbox depending on the sector. For instance, for the fresh food segment, there is a need for specific clauses on temperature control so that there are tracking services to ensure that the cold chain is kept. For the automotive sector, the most essential element is to arrive just in time, not before and for sure not after the part is needed. Claims and fees are due if DHL Spain does not comply with its customers' requirements. In the contracts, DHL Spain transfers some of the risks to the transport operators. A code of conduct has also to be signed.
- The choice of intermodal solutions highly depends on the requirements of the customers. In some cases, they do not care at all on how the goods are transported but in other cases DHL Spain is somehow forced to use intermodal services for example when consolidating goods from various customers.
- The environmental aspects are considered for customers imposing consolidation. In this case, intermodal transport is better for the environment: one full box on the train rather than half-load trucks. This process is mainly used for increasing the operational efficiency and not for environmental purpose.
- Customers are in general not imposing a certain percentage of the goods must be transferred onto rail.
- DHL Spain selects road transport providers based on an internal certification of their vehicle fleet (low emissions). Once the certification is done, the carrier is put on the top list of providers to be used.
- DHL has elaborated a list of preferred transport providers which have a high reliability rate. Ninety percent of their contracts are based on this list. If the road carrier does not comply with the requirements, this company is removed from the list. The other 10% are open contracts to evaluate the performance of new companies.
- DHL has set up a map forecasting tool based on artificial intelligence in order to predict how many transports would be needed in the next 3-4 months.
- The key criteria for their customers are freight rates and reliability (ETAs). Safety is also essential for some types of goods.

- Information is to be provided by shippers for tracking purposes. For example, it is important that the shipper notifies if the goods are in a specific container and in a specific ship. Any modifications of the routing must be notified to DHL. This is not part of the contract but of the execution.
- For some goods, GPS tracking devices must be installed (high-value goods, temperature-controlled goods).
- Freight rates are calculated based on tariffs tables in their IT systems. They are calculated based on point of origin, the day, the types of goods, the delivery hour, the distance, the type of truck and certification. The intermodal freight rates are also included in the IT systems. They are constantly modified.
- Rules for damages and compensations are inserted in the contract as well.
- Documents are mostly digitalised including eCMR. The use of digital tools is part of the internal certification process.

8.2.4 Zalando

Zalando is a prominent European online fashion and lifestyle retailer that specialises in clothing, footwear, accessories, and beauty products. Launched in 2008 in Berlin, Germany, Zalando initially focused on selling footwear but quickly expanded its portfolio to include a broad range of fashion items for men, women, and children. The company now offers products from over 5,000 brands, as well as its private-label brands, catering to diverse fashion tastes and preferences.



Figure 12 - Zalando at a glance (Source: Zalando, 2024)



Zalando operates across more than 25 European countries, making it one of the largest online fashion retailers in Europe. The company has localized versions of its platform to cater to different markets, with country-specific product assortments, languages, and customer service teams. Major markets include Germany, France, Italy, the Netherlands, the UK, and Spain.

The project partner UIRR carried out the interview with the Senior Lead Buyer for Construction, Transport and Logistic Operations. The discussions can be summarised as follows:

- **Tender process:** support tool to prepare the tenders – support of intermodal is included even if difficult in e-commerce market- LSPs and carriers are free to offer any solution even if they breach the tender specifications – key criteria is transit time – difference in outbound (time-sensitive) and inbound (return of goods can be longer) – no imposition to use intermodal services – currently they are using between 50 and 100 different providers – process is open and flexible.
- **Strategy of transport:** definition of risks and also parameters - pricing, quality and some other elements such as supplier relationship management and historical overview on the sustainability efforts by the LSPs – few volumes with intermodal solutions mainly due to time constraints (more than 60% of the load are time-sensitive)-full traceability with CO2 emission is in place – separating the customers who want immediately the delivery from those who request them later is difficult to operate in practice
- **Traffic flows:** distribution centres are in the East and goods must be transported from the East to the West – technically rail is not fully interoperable as it needs some specific locomotives – domestic is not an issue but for cross-border it is.
- **Contracts:** long-term perspective with trustful relationship – SLAs and KPIs are in the contract – certain penalties, targets and parameters of performance which need to fulfil – tracking of the goods are also part of the contract – luxury goods are managed differently – monitoring rules are also included to evaluate the performance against the SLA and KPIs – clauses are inserted to provide some flexibility for both parties – an LSP has the right to use alternative modes with informing Zalando but they do need to respect timing.



8.2.5 Codognotto

The Codognotto family is a prominent name in the logistics and transportation sector, particularly in Europe. Founded in 1946 in Italy, Codognotto Group has grown into an international logistics provider with operations in road transport, sea and air freight, and integrated logistics services.

Codognotto's services are diverse, covering various logistics and transport needs:

- Road Freight Transport: The core of Codognotto's business, offering full truckload (FTL) and less-than-truckload (LTL) services across Europe. They manage a modern fleet with a focus on sustainability and efficiency.
- Sea and Air Freight: Offering global shipping solutions through partnerships with major sea and air carriers, enabling door-to-door and multimodal transport for clients.
- Integrated Logistics: Codognotto provides warehousing, distribution, and value-added logistics services. They handle supply chain management, inventory control, and cross-docking solutions for clients in different industries.
- Special Transport: Codognotto also specializes in the transportation of oversized and hazardous materials, ensuring compliance with international safety regulations.

The project partner UIRR has conducted the interview with the logistics and innovation managers based in Italy. The outputs of the discussions can be summarised as follows:

- Overall market situation: environmental care, shift to intermodal, decarbonisation strategy with a transitional period to rail and SSS, express parcels difficult for rail, all types of commodities are currently transported
- Intermodal transport: innovation some years ago but more usual today – increase of demand as sustainability reports are mandatory and public for large companies – use of e-trucks for the first and last mile (pending analysis)
- Tender & contractual process: the requirements are listed with most of the time with volumes, origin/destination with distances in km and expected % of road and intermodal – big shippers intend to use intermodal as 1st option and road as backup services – the criteria of CO₂ is also integrated with an internal calculation tool – the contracts are taking over the main specification of the tender – no special clause for intermodal transportation
- The company uses various tools: Transporeon (<https://www.transporeon.com>) for the open loads and extra loads for shippers towards LSPs – Timocom (<https://www.timocom.co.uk>) for the same purpose and Routescanner (<https://www.routescanner.com>) for an overview of intermodal services
- Freight rates: information is given to customers – pricing still too high for intermodal solutions – mental shift needed even if some shippers are ready to pay more for sustainable solutions
- Training and educational materials: needs for awareness as shippers do not know or understand intermodal – specific training modules are required

8.2.6 Other companies

Other interviews with shippers were conducted by EURNEX and Tenalach. These companies have requested to remain however anonymous. Their inputs are summarised in Table 9.

Table 9 - Results of interviews with five other shippers

Topics	Comments
Main elements of the contract	Transit Time, Route, Forecast commitment (monthly, yearly), Price, Carbon Footprint and Payment Terms. A SLA must always be annexed – compensation measures are integrated – can reach up to 100% of the transport costs – according to existing legislations (CMR) – detour costs included
Intermodal transport	Shipper: very often proposed and/or recommended sometimes imposed with the aim to move as much possible on rail – very positive in terms of sustainability but negative in terms of pricing, transit times and delays
Process	Shipper: cargo ready date, requested transit time, frequency, volumes and sustainable options – waiting for various solutions – key criteria: price – service – safety - sustainability – flexibility – reliability - environmental, social and governance (ESG framework) – annual or bi-annual tender process
Transport	Shipper: not always or never informed about LSPs’ decisions on routing – LSPs are working in a reactive way instead of being proactive – additional costs might be requested in case of detours (e.g. shipping lines)
Digitalisation	Shipper: most of the LSPs must be integrated into their in-house systems – small-sized companies: still manual



9 Harmonised contractual and legislative framework

The analysis of the contractual and legal framework for intermodal freight transport highlights a lack of harmonisation in the legislative framework, as different conventions apply depending on the transport modes used, leading to multiple liability regimes and legal uncertainty. Additionally, the UIRR General Conditions are outdated compared to the various General Terms and Conditions (GTCs) developed by intermodal transport operators for their customers. The results highlight the need for greater harmonisation and coordination in both the legislative and contractual framework to improve efficiency and establish a clear and uniform liability regime across the intermodal transport chain.

To this end, the contractual toolbox to be developed within this project will provide a centralised location for storing and organising all state-of-the-art documents generated during the WP2 Project development, in addition to the recommendations. Among its main functionalities, the search engine will provide an intuitive user interface for users to navigate and easily find relevant documents. The contractual toolbox will include the following: a) a compilation of existing regulations and conventions; b) a compilation of General Terms and Conditions for intermodal operators and their customers; c) compilation of the General Terms and Conditions for terminals; d) recommendations for harmonised skeletons. The points a), b) and c) can be found attached to this document as Annex 3.

The key activities undertaken to complement the compilation include: standardising the General Terms and Conditions between intermodal transport operators and their customers, resulting in a harmonised skeleton; aligning the European legislative framework through the proposal of a harmonised skeleton of a potential EU Convention on intermodal freight transport, inspired by the UNCTAD Convention that never entered into force; and finally, compiling the General Terms and Conditions for terminals.

9.1 Skeleton of General Terms & Conditions (GTCs) between intermodal operators and their customers

The compilation and analysis of the GTCs from various intermodal transport operators and their customers aimed to identify a common ground and shared provisions amongst them. This process has enabled the development of a harmonised framework that incorporates the most relevant aspects of the GTCs. The resulting structure provides a basis for a unified approach that promotes standardisation within the contractual framework in the intermodal freight transport chain.

The proposed GTCs skeleton is depicted in Table 10 and the detailed structure of the GTCs skeleton is attached as Annex 4.

Table 10 - The skeleton for GTCs between intermodal operators and their customers

Article	Content
1. Definitions	UIRR contract, General Terms and Conditions, Intermodal transport operators, combined transport, intermodal transport unit, arrival, handover, transshipment, rail carriage, liability, responsibility
2. Scope of application	EU-wide operators and operations
3. Object of the contract	Parties' obligations (intermodal transport operator and customer)
4. Customer: information and data to be provided	On the transport unit and goods
5. Orders, transport unit and goods characteristics	Delivery, acceptance of the transport unit, good characteristics
6. Dangerous goods	Procedures, compliance with regulations and requirements, precautionary measures
7. Waste transport	Procedures and specific requirements
8. Liability - Intermodal Transport Operator - Terms of Indemnity	Cases, amounts and limitations
9. Force majeure	Definition, consequences
10. Termination of the contract	Notice, consequences of breach, cases for automatic termination
11. Pricing provisions and payment	Agreed payment amount/quotations and price indications, and mode
12. Subcontracting	General clause, liability
13. Jurisdiction, claims and disputes	Specific procedure for damage/loss claims, time bars

9.2 Skeleton for a EU convention on intermodal freight transport

The compilation and analysis of the regulatory framework has included the key regulations and conventions related to the road, rail, and inland waterways transport sectors, from various international organisations. The UNCTAD Convention on International Multimodal Transport (not entered into force due to lack of sufficient ratifications) was also included as it uniquely introduces rules for multimodal transport including a multimodal transport document. This convention accounts for the various modes of transport within the transport supply chain, with the comprehensive aim of providing legal certainty to the sector.

The latter convention has been the inspiration for developing a harmonised skeleton for a potential EU Convention on intermodal freight transport aiming to establish a clear legal framework for the sector currently fragmented by numerous regulations still based on the various modes of transport.

The proposed skeleton includes the following:

1. Purpose and scope of application
2. Definitions
3. Relationship with other regulations and national law
4. Intermodal transport document
5. Liability
6. Litigation



The detailed structure of the skeleton and a possible transport document template (data elements) are attached as Annex 5.

At the moment, a template for an intermodal transport document does not exist. Research on the internet has been conducted on possible existing templates available online: while some documents claim to be “multimodal”, they do not actually contain the necessary data elements required for intermodal transport (e.g. modes of transport involved). Two examples can be found below:

"MULTIDOC 95" Multimodal Transport Bill of Lading

Code Name: "MULTIDOC 95" MT Doc. No. Reference No.

Consignor **Negotiable**

Consigned to order of **MULTIMODAL TRANSPORT BILL OF LADING**
issued by The Baltic and International Maritime Council (BIMCO), subject to the UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication No. 481).

Notify party/address **Issued 1995**

Place of receipt **Port of loading**

Port of discharge **Place of delivery**

Marks and Nos. **Quantity and description of goods** Gross weight, kg, Measurement, m³

Freight and charges **Received above declared by Consignor**

Consignor's declared value of ... **Freight payable at** **Place and date of issue**

Note: The Merchant's attention is called to the fact that according to Clauses 10 to 12 of this MT Bill of Lading, the liability of the MTO is, in most cases, limited in respect of loss of or damage to the goods.

Copyright and liability: Text and content of this document are covered by BIMCO's Copyright, 1995.

Consignor **FBL** **N°** **BE**

NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING
issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication No. 481)

Consigned to order of

Notify address

Place of receipt **Port of loading**

Ocean vessel **Port of loading**

Port of discharge **Place of delivery**

Marks and numbers **Number and kind of packages** **Description of goods** **Gross weight** **Measurement**

Declaration of interest of the consignor in timely delivery (Clause 6.2)

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf. Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as merchandised above. One of these Multimodal Transport Bills of Lading must be surrendered duly indorsed in exchange for the goods, in witness whereof the original Multimodal Transport Bill of Lading of this tenor and date have been signed in the number stated below, one of which being accomplished the others to be void.

Freight amount **Freight payable at** **Place and date of issue**

Cargo insurance through the undersigned "and covered" (Covered according to attached Policy)

For delivery of goods please apply to:

Figure 13 - Examples of multimodal transport documents. (Source: left, BIMCO bill of lading; right, FIATA bill of lading)

9.3 eFTI Regulation and Intermodal transport document

The EU Regulation no. 2020/1056 on electronic Freight Transport Information (eFTI) was introduced to facilitate data exchange between businesses and authorities across the EU, enhancing efficiency, supporting digitalisation and reducing administrative burden in freight transport. As of January 2025, based on the implementation specifications provided in the first eFTI implementing and delegated acts, Member States may start developing the IT systems necessary to allow authorities to check eFTI compliant transport information.



The need for an intermodal transport document template could be met with the implementation of the eFTI Regulation, also taking into account the information requirements pursuant to Article 3 of the current Combined Transport Directive, and considering the data elements from the business itself (Gruber case on smart contracts and blockchain technologies developed in the task 2.2 of WP2). Article 3 of the current Combined Transport Directive foresees a transport document, in which must be specified the rail loading and unloading stations relating to the rail leg, and these details must be acquired before the transport operation is carried out.

The eFTI data elements which refer to combined transport can be found under the subset EU02, and considers three modes of transport: inland waterways, rail and road. The number of data elements defined for Combined Transport is 104.

A comparative analysis has been carried out between the eFTI mandatory data elements and the data elements provided by Gruber, which has been used as the business case within this project focusing on how blockchains technology can create transparent and secure contractual frameworks (e.g. use of smart contracts). The goal of this analysis is to evaluate whether freight transport operators are already using the data elements required by eFTI and, in doing so, to identify the alignment or dealignment of the Regulation with the practical realities of the sector. This evaluation also considered the potential use of eFTI data elements as inputs for a prospective template for an intermodal transport document. To achieve this, a detailed comparison was performed: first, mapping the mandatory eFTI data elements to the Gruber business case to identify matches, and then mapping the Gruber data elements back to eFTI requirements to capture any gaps. The results show that out of the 33 mandatory eFTI data elements, 28 were covered, 3 did not match, and 2 remained uncertain. The data elements comparisons are shown in Annex 6.

The eFTI data elements could be therefore considered to be used for a single transport document for intermodal transport.

9.4 Validation workshop

On 14 January 2025, an online validation workshop, hosted by UIRR, has been held with the stakeholder group and the project partners. Its aim was to 1) present the main findings on the analysis of the contractual and legal framework and smart contracts implementation in an intermodal freight context, 2) cross-check and validate the results with the participants and 3) integrate the workshop outputs into the revised deliverable.

The following results have been validated:

- 1) The contractual toolbox as the compilation of existing regulations and conventions, the compilation of General Terms and Conditions for intermodal operators and their customers, the compilation of the General Terms and Conditions for terminals and
- 2) Harmonised skeleton for General Terms and Conditions between intermodal operators and customers;
- 3) Harmonised skeleton for an EU convention for intermodal freight transport.



10 Conclusions and recommendations

Intermodal freight transport is the movement of intermodal loading units using various transport modes such as road, rail and inland navigation without directly handling the cargo itself when transferring the ILUs between the modes. The key feature of intermodal freight transport is that the freight remains within an ILU throughout the entire journey, making it more efficient and secure.

Currently, liability and responsibility rules for intermodal freight transport are characterised by a patchwork of different legal regimes deriving from diverse international conventions (applying different mandatory rules as regards liability requirements, exclusion clauses, limits of liability, time bars for suit, etc.), national legislations, contractual arrangements and professional practices within the transport sector. Similarly, carrier liability for loss, damages or delays in delivery in intermodal freight journeys no uniform mandatory liability regime neither at global level, nor at European level.

For intermodal consignments; a consignor can either choose to “go the unimodal way”, i.e. to deal with a series of carriers and non-carriers (e.g. terminal operators, warehouses, etc.) operating under separate contracts for each mode of transport in order to have his goods delivered to the consignee, or to “go the multimodal way”, i.e. to mandate one single intermediary – the intermodal transport operator – under a single contract to choose the most suitable mode of transport and deal with all subcontractors involved in the consignment. Each transport mode has given rise to the emergence of distinct transport operators and transport documents. At present, intermodal freight transport within the EU is done based on either a set of multiple transport documents per mode, or based on a single transport document issued by an intermodal transport operator (e.g. CMR and CIM consignment note respectively for road and rail).

The UIRR 1999 General Terms and Conditions were designed to govern the relationship between an intermodal transport operator company, member of the UIRR and a customer carrying out international combined Rail-Road transport. A comparative analysis of the UIRR GTCs with the current business conditions of its members has proven that the UIRR GTCs are outdated and would need a complete revision. Moreover, the UIRR member companies have either elaborated their own business conditions and/or have used external referenced produced by other organisations according to their role in the transport chain. However, the analysis has also shown that the same recurrent topics (scope, definition, liability, responsibility, compensations, disputes) are taken over in all analysed contractual arrangements.

The insight into the tendering process and contractual arrangements between shippers and logistics service providers was based only on direct interviews with stakeholders active in Europe and beyond. Despite numerous requests to shippers and logistics service providers, it was unfortunately not possible to get a copy (or even an extract) of existing contractual arrangements. The contacts to stakeholders were possible though the members of the stakeholder group, the consortium members and with other European projects. The main challenge is still to design skeleton contracts and recommendations based on very high-level discussions without having the detailed information at hand.



Shippers are companies that send goods from one place to another; they are looking for transport solutions offered by LSPs. In most cases, the need for transport solutions is based on a digital tender process where all the key aspects of the transport demand such as volumes, transit times, routing, transport modes are specified. The use of alternative transport modes such as rail is very rarely imposed but rather recommended by the shippers, mostly for greening reasons. The key selection criteria are still the pricing and the lead times. The sustainability aspect is only considered when the intermodal solution meets the first key parameters or when the shippers have the obligation to produce the corporate's sustainability reports.

Logistics Service Providers are companies contracted by a shipper to organise the transport of its shipment from one place to another. A clear trend towards more sustainable transport solutions is on the move since several years. More and more shippers are requesting intermodal transport solutions. Some LSPs systematically propose an intermodal solution even if the pricing is higher than unimodal road transportation.

The contractual arrangements between shippers and LSPs consolidate all aspects of the tender process (volumes, freight rates, lead times, compensation rules) and also incorporate specific rules depending on the types of goods transported. Regarding intermodal transport, some flexibility is given to the LSPs to select the routing and the transport mode in case of delays and/or disruptions. Moreover, in some contracts, the transport modes used are even not mentioned.

Based on the results of this work package, it is recommended to take account of the following considerations:

- At present, intermodal transport within the EU is done on the basis of a set of multiple transport documents per transport mode. **A single transport document for intermodal transport** would increase efficiency, reduce complexity, improve visibility, and provide a clearer legal framework, all of which are essential for modern global logistics. The implementation of the eFTI Regulation has been analysed and might be clearly used as an instrument to develop a digitally easy-to-use intermodal transport document.
- The lack of uniformity as regards intermodal freight transport documents and carrier liability proves to be a barrier to seamless, streamlined, flexible and sustainable intermodal freight transport within the EU. A new EU convention should promote a **uniform liability regime for intermodal transport**, providing for uniform, mandatory rules except as regards liability limits, where parties would be able to contractually opt-out.
- Shippers play a crucial role in the choice of their transport solutions with various LSPs. **The tendering processes**, initiated mostly on dedicated digital platforms, **have a much greater influence on the selection of intermodal services than the contractual arrangements**. Shippers should always include in their transport demands the requests of transport alternatives to unimodal road transport. The sustainability criteria should have the same priorities as freight rates and lead times. In the contracts, shippers shall provide more flexibility in the routings allowing LSPs to select freely the best routing and transport modes.
- **Logistics Service Providers shall systematically propose to shippers' intermodal solutions in their transport offers** comparing the external costs of all proposed transport solutions. To



this end, the intermodal sector shall provide to the LSPs common standardised tools to facilitate the elaboration of their transport offers. In the contracts,

- Recently a new emissions trading system, called ETS2 has been created to cover emissions from buildings, road transport and additional sectors. **It is highly suggested that rail and inland navigation shall be integrated in this EU Emissions Trading System.** It would reduce the gap in pricing between unimodal road and intermodal transport. LSPs could thus propose intermodal solutions at the same pricing (or even lower) than unimodal road transport.

Based on the analysis and on the above-mentioned recommendations, harmonised skeletons for GTCs between intermodal operators and customers and for an EU convention for intermodal freight transport have been designed and developed. The contractual toolbox will thus contain the two harmonised skeletons but also a compilation of the current existing available general terms and conditions (intermodal operators and terminals) and international conventions relevant for intermodal transport.



References

- Adria Kombi (2024a). *Products*. Adria Kombi d.o.o., Ljubljana. Retrieved 2024-05-10 from <http://www.adriakombi.si/products>
- Adria Kombi (2024b). *Framework UIRR Agreement*. Adria Kombi d.o.o., Ljubljana. Retrieved 2024-05-10 from <https://www.adriakombi.si/assets/ADRIA%20KOMBI%20General%20Terms%20of%20Services%20AK%20creditor.pdf>
- Baltic Rail (2022). *Presentation*. May 2022. Retrieved 2024-05-10 from https://balticrail.com/wp-content/uploads/2022/04/Koper-Austria-Poland_train_presentation.pdf
- Baltic Rail (2024). *General Austrian Forwarders' Terms and Conditions*. Retrieved 2024-05-10 from <https://balticrail.com/wp-content/uploads/2022/05/General-Austrian-Forwarders-Terms-and-Conditions.pdf>
- CIM (2016). *Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) – Appendix B to COTIF*. 2016-05-01. <https://www.cit-rail.org/en/freight-traffic/legislation/#none>
- CLNI (2012). *Strasbourg Convention of 2012 on the limitation of liability in inland navigation*. https://www.ccr-zkr.org/files/clni/clni_2012_en.pdf
- CMNI (2000). *Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway*. https://www.ccr-zkr.org/files/conventions/cmni_en.pdf
- CMR (1978) *Convention on the Contract for the International Carriage of Goods by Road*. https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XI-B-11-a&chapter=11&clang=en
- Convention on International Multimodal Transport* (1979). https://unctad.org/system/files/official-document/tdmtconf17_en.pdf
- COTIF (1999). *Convention concerning International Carriage by Rail*. https://otif.org/en/?page_id=172
- CIT (2006). *General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)*. Edition 1 July 2006. International Rail Transport Committee (CIT). https://www.cit-rail.org/secure-media/files/documentation_en/freight/gtc-cim/abb-cim-en_2006-07-01.pdf?cid=348107
- Kombiverkehr (2024). *General Terms and Conditions of business*. Status as at 2024-02-01. Kombiverkehr Deutsche Gesellschaft für kombinierten Güterverkehr mbH & Co. KG. <https://www.kombiverkehr.de/Resources/Persistent/b/5/c/c/b5cc8e10dcd604a4a6c72cdcf582ba9b9bf095b/General%20terms%20and%20conditions%20of%20business%20Kombiverkehr%20KG%20valid%20from%201%20February%202024.pdf>



Metrans (2024). *General Conditions for Container Transports in 2024*. METRANS, a.s.

https://metrans.eu/wp-content/uploads/2024/02/3-GC_General-Conditions-for-container-transports-in-2024.pdf

OTIF (2024). *OTIF member states*. Situation on 2024-09-01. Intergovernmental Organisation for International Carriage by Rail.

<http://otif.org/fileadmin/docs/AboutOTIF/Members/OTIF%20Member%20States.pdf>

Samskip (2024). *Samskip Multimodal Terms and Conditions*. <https://www.samskip.com/terms-conditions/>

Treaty on European Union (consolidated version 2016). <https://eur-lex.europa.eu/collection/eu-law/treaties/treaties-force.html#new-2-51>

Treaty on the Functioning of the European Union (consolidated version 2016). <https://eur-lex.europa.eu/EN/legal-content/summary/treaty-on-the-functioning-of-the-european-union.html#:~:text=The%20TFEU%20is%20one%20of,details%20of%20the%20EU%20institutions.>

UIRR (1999). *General Conditions of the Union Internationale des Sociétés de Transport combiné Rail-Route (UIRR) [International Union of Combined Rail and Road Transport Companies]*. Implemented on 1st July 1999.

<https://www.uirr.com/en/component/downloads/downloads/136.html>

United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (2018). https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/ch_xi_d_8.pdf

Vigante S. (January 2020). *Implementation of European Union Law into National Law*. Ministry of Justice Republic Latvia.



Annex 1 - Template for the inventory of legal framework

ESEP4FREIGHT - WP2 - Analysis of the contractual and legal framework and smart contracts implementation										
INVENTORY OF CURRENT INTERNATIONAL AND EUROPEAN LEGAL FRAMEWORK										
Aim: analyse the current legal ecosystem aiming at harmonizing the intermodal transport liabilities and transport conditions										
PARTNER'S NAME + CONTACT PERSON + EMAIL										
Id	Organisation Full name	Type of organisation	Scope of organisation	Transport mode	Type of initiative	Description of measure	Content (main elements)	Languages	Link document	Link/website
1	International Rail Transport Committee	association of over 130 railway undertakings and shipping companies that operate international passenger and/or freight transport services.	CIT helps railway undertakings implement international transport law, standardising contractual relationships and creating legal certainty to save members money and support their business.	Rail	Contractual documents	General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM)	legal relationship between the carrier and customer for consignments subject to the CIM Uniform Rules	DE - EN - FR	https://cit-rail.org/media/files/abb-cim-en-2019-01-01_signed.pdf?cid=294317	https://cit-rail.org/en/freight-traffic
2	Intergovernmental Organisation for International Carriage by Rail	organisation of 50 Member States	The Organisation's mission is to promote, improve and facilitate international traffic by rail.	Rail	convention	Convention concerning International Carriage by Rail (COTIF)	COTIF enables legal interoperability to be extended and technical interoperability to be improved and contributes to the development of multimodal transport.	DE - EN - FR	https://otif.org/fileadmin/hew/3-Reference-Text/3A-COTIF99/COTIF_1999_01_11_2023-en.pdf	https://otif.org
3	Intergovernmental Organisation for International Carriage by Rail	organisation of 50 Member States	The Organisation's mission is to promote, improve and facilitate international traffic by rail.	Rail	appendix B to the Convention	Uniform Rules Concerning the Contract of International Carriage of Goods by Rail	apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.	EN	https://otif.org/fileadmin/hew/3-Reference-Text/3A-COTIF99/04_appendix_B.pdf	https://otif.org
4	International Federation of Freight Forwarders Associations	FIATA is a non-governmental, membership-based organisation representing freight forwarders in some 150 countries.	FIATA is a reference source on international policies and regulations governing the freight forwarding and logistics industry. It promotes trade facilitation and best practices among the freight forward community			Used as reference by freight forwarders to draft their own standard trading conditions or service agreements	general principles on the rights, obligations and liabilities of forwarders and customers, especially the basis of liability, exclusions and monetary limits of liability for forwarders.	EN	https://fiata.com/primis/ia/fiata/1571035047_FIATA_Model_Rule_1_for_Freight_Forwarding_Serv_2019.pdf	https://fiata.org
5	UNCTAD: United Nations Conference on Trade and Development ICC: International Chamber of Commerce	UNCTAD: UNO body ICC:	UNCTAD is an intergovernmental organization within the United Nations Secretariat that promotes the interests of developing countries in world trade ICC: The International Chamber of Commerce is the largest, most representative business organization in the world. Its over 45 million members in over 100 countries have interests spanning every sector of private enterprise.		Non-mandatory rule	UNCTAD/ICC Rules for Multimodal Transport Documents	establish a Framework for the use of Multimodal Transport Documents (MTDs) in international trade. These rules govern the issuance, content, and transfer of MTDs, which cover the carriage of goods across multiple modes of transport. The carrier's obligations, liability for loss or damage to goods, and limitations on liability are defined.	EN	https://unctad.org/system/files/official-document/tradewp4inf117_corr_1_en.pdf	



Annex 2 - UIRR Interview Guidelines with intermodal stakeholders



UIRR Interview Guidelines with intermodal stakeholders in the context of the ESEP4FREIGHT project

Introduction

ESEP4Freight (European Shift Enabler Portal for Freight) aims to boost the shift to rail in freight transport by creating, integrating and validating a set of web-based services within an open-access Web Platform. This will include an interactive map of the existing European rail freight infrastructure with routes and schedules viewers, as well as a CO₂ calculator, a contract toolbox and a match making tool. In addition, ESEP4Freight aims to support the shift of freight to rail by analysing the current contractual framework, proposing a set of harmonised and standardised models for transport agreements and contracts for which UIRR will take care of.

More information on <https://www.esep4freight.eu/>

UIRR's assignment

UIRR – the Industry Association for Road-Rail combined transport in Europe (www.uirr.com) represents the interests of the Combined Transport Operators and Terminal Managers in Europe.

UIRR is responsible for the overall coordination of the work package 2 which has been split into two major activities: (1) analysis of the current legal and contractual framework in intermodal transport and (2) elaboration of specifications for smart contracts and blockchain technologies.

In the context of the contractual analysis, the aim is to identify the current types of contracts and clauses used in intermodal transport and to evaluate their short-medium and long-term impacts with a focus on flexibility of transport system (how simple it is to shift freight from road to rail, what are the restrictions and constraints e.g. national aspects...).

UIRR, with its project partners, are conducting interviews with key intermodal stakeholders to get an overview of the current contractual clauses related to intermodal transport. The next section provides a list of questions for the interviews (mainly addressing the contractual relationship between shippers and LSPs).



INTERVIEW QUESTIONS (shippers / LSPs)

1. What organisation do you work for?
 - a. LSP
 - b. Shipper
 - c. Other
2. What is your exact role in the intermodal chain?
3. With whom do you conclude contracts?
4. What are the main elements of a contract?
5. Is the use of intermodal services imposed, proposed or recommended?
6. As an LSP, can you describe the process by which you select a transport solution for a shipper ?
7. As a shipper, can you describe the process by which you provide guidelines or select a transport solution, from an LSP?
8. As a shipper can you list the elements that would drive your transport solution selection and order them in order of priority.
9. As a shipper, are you informed by any decision taken by a LSP during the transport ? (sub-contracting, re-routing details etc.)
10. As a shipper, have you ever negotiated the content of a transport contract, beyond pricing?
11. What are the main elements regarding intermodal transport ?
12. Do you guarantee quantities ? Per week ? Per month ? Per year ?
13. How are the freight rates calculated ?
14. What are the compensations measures in case of losses, damages and if delivery deadlines are exceeded?
15. What are the rules in case of additional costs (detours for example)?
16. When does custody start or end, and according to which protocol?
17. Is the handover process somewhat digitised? If yes, to what extent?

Annex 3 – Contractual toolbox

Compilation of existing contracts and conventions on freight intermodal transport

Date	Title	Type	Application and scope	Link
Regulations				
1956	Convention on the Contract for the International Carriage of Goods by Road (CMR)	Convention	Yes – road	https://unece.org/DAM/trans/conventn/cmr_e.pdf
1980	United Nations Conference on a Convention on International Multimodal Transport	Convention	<u>Not entered into force due to lack of enough ratifications</u>	https://unctad.org/system/files/official-document/tdmtconf17_en.pdf
2000	Budapest Convention on	Convention	Yes – inland navigation	https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:22015A1021(01)



	the Contract for the Carriage of Goods by Inland Waterways (CMNI)			
2008	United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (“Rotterdam Rules”)	Convention	Yes – if the contract of carriage includes sea transport, the Convention applies its provisions, extending legal coverage to other possible transport modes (from point of receipt to point of	https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/rotterdam-rules-e.pdf

			delivery)	
2012	Strasbourg Convention on the Limitation of Liability in Inland Navigation (CLNI)	Convention	Yes – inland navigation	https://www.ccr-zkr.org/files/clni/clni_2012_en.pdf
2016	Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM)	Appendix B to Convention concerning International Carriage by Rail (COTIF)	Yes – rail	https://otif.org/fileadmin/new/3-Reference-Text/3A-COTIF99/05_Appendix_B.pdf
2019	General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-	International Transport Committee (CIT)'s general terms and	Yes – rail	https://bit.ly/3AAroQA

	CIM)	conditions		
2023	Regulation concerning the International Carriage of Dangerous Goods by Rail (RID)	Appendix C to COTIF	Yes – rail	https://bit.ly/3YJrX2n
General Terms and Conditions for intermodal operators and customers				
1999	UIRR General Conditions	General framework agreement	Yes (in theory) – intermodal freight transport	https://www.uirr.com/fr/component/downloads/downloads/136.html
/	Adria Kombi Framework UIRR Services Agreement	Framework services agreement	Yes – intermodal freight transport	https://bit.ly/3O6NgGc
2024	General Terms and Conditions of Business	General terms and conditions	Yes – all freight forwarders	https://bit.ly/3YJKvQb



	(Kombiverkehr)		contracts and transport units which are rail-compliant	
2024	General Conditions for Container Transports	General terms and conditions	Yes – container transport	https://metrans.eu/wp-content/uploads/2024/02/3-GC-General-Conditions-for-container-transports-in-2024.pdf
2018	Samskip Multimodal Terms and Conditions	General terms and conditions	Yes – all multimodal transport services carried out by Samskip in European multimodal transport network	https://www.samskip.com/wp-content/uploads/2024/02/samskip-multimodal-terms-and-conditions-2018-one-page-1.pdf
General Terms and Conditions for terminals				
2018	KTL Kombi-	General	/	https://ktl-lu.de/wp-content/uploads/2023/03/2-KTL-NBS-E-2018-2020-Annex-2-



	Terminal Ludwigshafen GmbH's General Terms and Conditions of Business (AGB)	terms and conditions		General-Terms-and-Conditions-of-Business.pdf https://ktl-lu.de/wp-content/uploads/2023/02/2_KTL-NBS_D_2018-2020_Anlage_2_AGB_LOGO2022.pdf
2019	CTE Container Terminal Enns Ges.m.b.H's General Terms and Conditions of Business (AGB)	General terms and conditions	/	https://www.ct-enns.at/cte_lib/ Allgemeine Geschäftsbedingungen V 1 01 2019 clean 02.pdf
2025	DUSS's General Terms and Conditions	General terms and conditions	/	https://duss-terminal.deutschebahn.com/resource/blob/13127892/a7af203943d75f9a56ad39e234f94b2b/2025_NBS-DUSS_11-Fassung_ab_01-01-2025-data.pdf
2022	Rail Cargo Terminal's General terms and conditions	General terms and conditions	/	https://www.railcargo.com/en/dam/jcr:95c0fd9d-029e-4ff2-a8aa-536770d047ec/rct-bilk-gtc.pdf

2024	OBB Infra's General terms and conditions	General terms and conditions	/	https://infrastruktur.oebb.at/de/geschaeftspartner/gueterzentren-und-terminals/information-und-dokumente/dokument?datei=Allgemeine+Informationen%2FAGB+TSA+Besondere+Leistungen+UKV+und+ROLA+2024.pdf https://infrastruktur.oebb.at/de/geschaeftspartner/gueterzentren-und-terminals/information-und-dokumente/dokument?datei=Allgemeine+Informationen%2FAGB+TSA+Umschlagvertrag+UKV+2024.pdf
2025	Wien Cont's General terms and conditions	General terms and conditions	/	https://www.wiencont.com/en/agb
2009	Combinant's general conditions	General terms and conditions	/	https://www.combinant.be/download/613/



Annex 4 - Skeleton of General Terms & Conditions (GTCs) between intermodal operators and their customers

Introduction

This document explores the possibility of establishing a harmonised General Terms and Conditions (GTCs) document for intermodal operators (ITOs) and their customers (LSPs, freight forwarders), using the UIRR General Terms and Conditions as a basis and compiling input from other business companies to create an updated and comprehensive version.

Its objective is to identify and outline the essential components required in the GTCs, with the aim of reflecting the reality of the intermodal freight transport sector and its commonly established procedures. The final product should serve as a useful tool for the stakeholders to facilitate their commercial operations, and to encourage an increased utilisation of intermodal freight transport, since it would simplify its operations.

The present GTCs document sets out the General Terms and Conditions governing the contract between parties as the intermodal transport operators and the customers.

Proposed structure

1. Definitions: contract, General Terms and Conditions, Intermodal transport operators, combined transport, intermodal loading unit, arrival, handover, transshipment, rail carriage, liability, responsibility
2. Scope of application: EU-wide operators and operations
3. Object of the contract: Parties' obligations (intermodal transport operator and customer)
4. Customer: information and data to be provided (on the transport unit and goods)
5. Orders, intermodal loading unit and goods characteristics (delivery...)
6. Dangerous goods (procedures, compliance with regulations and requirements, precautionary measures)
7. Waste goods (procedures and specific requirements)
8. Liability
 - 8.1 ITO (cases)
 - 8.2 Terms of indemnity (limitations to ITO liability): amount, cases
9. Force majeure (definition, consequences)
10. Termination of the contract (notice, consequences of breach, cases for automatic termination)
11. Pricing provisions and payment (Agreed payment amount/quotations and price indications, and mode)
12. Subcontracting (general clause, liability)
13. Jurisdiction, claims and disputes (specific procedure for damage/loss claims, time bars)



Extended structure

1. Definitions

Contract: The contract between the intermodal transport operator and the customer.

General Terms and Conditions: general agreement between the intermodal transport operator and the customer, which contains the provisions which will apply to all contracts.

Customer: the person who gives the order to transport the unit, either in person or through an authorised representative, in writing or within a framework agreement, and who consequently undertakes to pay the price of the transport. The “Customer’s representative” is the person referred to as the “consignor” at the point of departure, and as the “consignee” at the point of arrival.

Intermodal transport operator (ITO): it organises the transport of the loading unit from its pick-up point to its drop-out point, using different modes of transport, namely road, rail, short-sea shipping or inland waterways. It owns certain assets (e.g. wagons, trucks, locomotives, terminals) allowing it to perform parts of the operation itself.

Intermodal transport: the transport of transport units, whether or not intermodal, by at least two means of transport, specifically road and rail.

Intermodal loading unit (ILU): a container or any similar appliance designed to contain merchandise, as well as a semi-trailer, which can be moved by a grabber or bimodally. They include freight containers with or without upper fittings for top-lift handling (ISO containers, non-ISO containers, swap bodies) and semi-trailers with or without grapples pockets. The transport units must meet the requirements for lifting and rail operations set out in the corresponding ISO and EN standards and UIC leaflets.

Arrival: the moment at which the intermodal loading unit is made available at the agreed transshipment site or at another agreed location where the customer may remove it, and not the time of arrival of the train.

Handover: the act by which the intermodal loading unit is transferred at departure by the customer to the manager of the transshipment site or to another agreed third party or, conversely, at the point of arrival. The handover must be made by mutual agreement of the parties concerned.

Transshipment: the reloading of intermodal loading units between the participating modes of road-rail transport, where appropriate with the interposition of storage in the ordinary course of transit. Transshipment begins as soon as the handling device is lowered onto the intermodal loading unit and ends as soon as the deposited transport unit has been detached from the handling device.

Rail carriage: Rail carriage is the carriage of transport units by a railway undertaking. It begins with the depositing of the transport unit on the wagon and detachment from the handling device and ends with the allocation of the wagons for unloading. All intermodal loading units are carried on open wagons.

Liability: it refers to both the intermodal transport operator and the customer, to the legal



obligation or accountability in the contractual relationship. It encompasses the responsibility to compensate for any damages, losses, or failures that occur during the transportation process.

Responsibility: it refers to the professional duties of both the intermodal transport operator and the customer, which should be carried out with due diligence, proper care and competence, in view of the general legal framework.

2. Scope of application

Scope of application identified by the place for taking in charge of the goods and delivery: European Union Member States.

3. Object of the contract: Parties' obligations

Obligation of the intermodal transport operator: arrange the rail carriage of transport units to the agreed place of reception and the necessary transshipments.

Obligation of the customer: deliver the transport unit on the day of transport to the transshipment site and collect it on the day of receipt.

4. Customer: information and data to be provided

Appropriate timing, provide complete and accurate information related to the transport unit and the goods (e.g. transmission of certificates, information on the weight and the nature of the goods, other documents or information).

The following information should be made available:

- an accurate, complete and sufficient description of the goods,
- an accurate, complete and sufficient description of the goods' quantity (mainly the number of items to be dealt with as well as the weight and dimensions of each separate item),
- the accurate goods' value in EUR (in line with the invoices and other official documents accompanying the goods),
- the accurate details of the goods' packaging and any other means of protecting it from the elements,
- any other particulars of the goods (including but not limited to the particulars, related to their eventual fragile or other relevant nature or to their special nature which demands special treatment with them) which might be of any interest to the ITO during the performance of the services as defined within this agreement,
- in case of the transport of hazardous goods: the indication of their hazardous nature and their full ADR, RID or other applicable hazardous-goods classification,
- a detailed list of the documents which are required by customs or other administrative authorities,
- the name, address and other contact data of the place where the goods are to be taken over,
- the time when the goods can be taken over,

- the name, address and other contact data of the place where the goods are to be delivered.
5. Orders, intermodal loading unit and goods characteristics
- Order: placed by the customer, specifics related to the intermodal transport operator's information system to handle the orders
 - Acceptance of the intermodal loading unit: intermodal loading unit delivered on the date of transport by the customer/representative, rules regulating the case of early consignment (storage, price), where they are stored (stored or warehoused outdoors)
 - Delivery of the intermodal loading unit: by transfer of the intermodal loading unit to the customer/representative, rules regulating the case of non-collection by the customer, where they are stored (stored or warehoused outdoors)
 - Good characteristics: not contaminate or cause danger, injury, pollution or damage; not be overheated; require no special protection for its safekeeping; properly marked and documented and labelled...
6. Dangerous goods
- Specific procedures for dangerous goods: prior notification of loading units with dangerous goods must be made; the declaration of dangerous goods (MSDS) shall accompany the transport order; the intermodal loading unit must be labelled correctly during the whole time of the transport.
 - Compliance: intermodal loading units loaded with permissible dangerous goods of empty uncleared dangerous goods loading units must comply with all dangerous goods regulations governing carriage by rail, road and, where appropriate, sea.
 - Specific liability regime: the customer, in delivering the intermodal loading unit and whether or not it is at fault, is liable for: providing full and complete details concerning the dangerous goods and the correct details in the order data pursuant to the regulations governing the carriage of dangerous goods; the transmission of any other documents that may be necessary; the communication of precautionary measures insofar as these are prescribed by law or are otherwise necessary; the attachment of the corresponding dangerous goods labels on the intermodal loading unit in a manner appropriate for transport and resistant to weathering.
7. Waste goods
- Correct labelling and identification for waste goods transportation.
 - Compliance with the regulation on waste.



8. Liability

8.1. ITO

Loss or damage to the intermodal loading unit or the goods, damage caused by exceeding the delivery time or by the loss of documents – exception: customer's fault or order, or unavoidable circumstances. Liability starting generally on the date of transport by the handover of the intermodal loading unit.

Exclusions: customer's breach of the contract or laws/regulations/standards, act or omissions of the customer, particulars or defectiveness of the goods and their packaging, self-driving vehicles, force majeure. Some of the ITO liability exclusions refer to customer's liability.

References to CIM and CMR, national regulations.

8.2. Terms of indemnity (limitations to ITO liability)

The amount payable does not exceed a specific amount (DTS/SDR = Special Drawing rights as defined by the International Monetary Fund) which refers to weight in case of damage to goods, or to the event (e.g. damage of goods, damage other than goods, per damaging event).

Two cases: apparent loss or damage, non-apparent loss or damage – notification.

9. Force majeure

- Definition of force majeure: "any reason preventing a Party or its partners from fulfilling the obligations pursuant to this agreement if such a Party was unable to reasonably foresee such reasons and prevent its consequences.
- The following events (the list is not exhaustive) shall be considered as force majeure: strikes, lockouts or other work stoppages, riots, civil commotions, public demonstrations, blockades/closure of the port, import/export bans, embargoes, emergency situations in specific states, epidemics, pandemics, quarantines, acts of war, armed conflicts, explosions, acts of vandalism, sabotages, invasions, measures and binding orders of the state and/or other authorities, fire, flood, earthquake, hail, lightning, unusual atmospheric circumstances, natural disasters, piracy, terrorist attack, nuclear, chemical or biological pollution/contamination, power supply failures or electricity interruptions of any nature whatsoever, IT (EDI) supply failures of any nature whatsoever, major breakdowns of essential machinery or equipment used in carrying out the services under this agreement which were not caused by the negligence of Adria Kombi or its respective partners and which occur notwithstanding adequate maintenance in accordance with manufacturer's specifications, etc.."
- Obligations related to force majeure circumstances: to inform the other party
- Exclusion of liability: the ITO shall not be held liable in cases of force majeure as defined above.



10. Termination of the contract

Period of notice, how (e.g. registered letter), consequences for breaches, cases for automatic termination (non-payment, bankruptcy/insolvency/liquidation, gross negligence)

11. Pricing provisions and payment

Agreed payment amount/quotations and price indications, and mode (information on bank, period, delays, non-payment, right of retention and pledge based on national regulations)

12. Subcontracting

General possibility of subcontracting, exclusions/limitations to the subcontractor's liability.

13. Jurisdiction, claims and disputes

National jurisdiction, disputes at the competent national Court, specific procedure for damage/loss claims and the documents needed, and time bars definition.



Annex 5 - Skeleton for an EU convention on intermodal freight transport

Introduction

This document explores the possibility of establishing a harmonised European framework for intermodal freight transport. Its objective is to identify and outline the essential rules governing the intermodal freight transport sector.

This document is inspired by the UNCTAD “Convention on International Multimodal Transport”, which has never been entered into force due to a lack of enough ratifications by the Member States.

Proposed structure

1. Purpose and scope of application
2. Definitions
3. Relationship with other regulations and national law
4. Intermodal transport document
5. Liability
6. Litigation

+ Intermodal transport document template

Extended structure:

1. Purpose and scope of application

This proposed document would establish a regulatory framework agreed upon by stakeholders to regulate intermodal freight transport for the first time. It aims to provide a harmonised approach that integrates different transport modes within the supply chain and facilitates cross-border operations across Europe.

Scope of application identified by the place for taking in charge of the goods and delivery: European Union Member States.

2. Definitions

Actors:

- Intermodal transport operator
- Consignor
- Consignee
- Carrier

Documents and information:

- Intermodal transport contract



- Intermodal transport document: including specification of different modes of transport and operators

Other necessary terminology:

- Delivery
- Goods
- European intermodal transport
- Cross-border operations

3. Relationship with other regulations and national law

This section would act as a "disclaimer," clarifying that it does not interfere with mandatory national laws or international conventions ratified on the subject.

4. Intermodal transport document

- Aim
- Issuer and time of issuance
- Content: e.g. reference to data types ex art. 3 Combined Transport Directive; general reference to eFTI Regulation and its data
- Negotiable/non-negotiable types

5. Liability

- Regarding the intermodal transport operator: timeframe, definition for loss/damage, limitations regarding the amounts, force majeure clause
- Regarding the consignor

6. Litigation

- Claims
- Limitations
- Jurisdiction

Intermodal transport document template

<p>ID</p>	<p>Consignor</p> <p>postcode, post office box, street name, city name, country code, country sub-division name, building number, department number, house</p>	<p>Consignee</p> <p>postcode, street name, city name, country code, country sub-division name, building number, department number, house number</p>	<p>Carrier</p> <p>date, postcode, street name, city name, country code, country sub-division name, building number, department number, house number</p>
<p>Unique transport document number</p>			
<p>Description of goods</p> <ul style="list-style-type: none"> • Volume • Gross weight • Net mass <input type="checkbox"/> Dangerous goods 	<p>Transport equipment</p> <p>ID, category code, registration country code, mode code, sequence number</p>	<p>Transport modes</p> <ul style="list-style-type: none"> <input type="checkbox"/> Road <input type="checkbox"/> Rail <input type="checkbox"/> Inland waterways 	

Annex 6 – eFTI and Gruber data elements comparison

ID	Business Name	Definition	EU02 CT	ESEP4 freight ID	Data elements
eFTI39	Carrier acceptance date	The consignment carrier acceptance date/time.	M	/	/
eFTI40	Date time format code	The code of the format of the date/time content.	D*	/	/
eFTI41	Gross mass	A measure of the gross weight (mass) of this consignment which includes the weight of packaging but which excludes the weight of any transport equipment.	C	71	Gross weight
eFTI42	Measurement unit code	A code specifying a unit of measure.	D*	103	Unit of measure
eFTI45	Gross volume	The measure of the gross volume, normally calculated by multiplying the maximum length, width and height of this consignment.	C	86	Volume
eFTI49	ID	The identification number for the consignor.	O	22	Consignor
eFTI50	Identification scheme agency code	The code of the agency that maintains the identification scheme.	D*	/	/
eFTI51	Name	The name of the consignor.	O	33	Consignor's reference
eFTI52	Complete telephone number	The complete telephone number for this consignor contact.	O	33	Consignor's reference
eFTI53	Email address	The email address for this consignor contact.	O	33	Consignor's reference
eFTI54	Postcode	The postal code of the address for this consignor party.	M	33	Consignor's reference
eFTI55	Post office box	The identifier of the postal office box or other postal service location, assigned to a person or organization, where postal items may be kept for this consignor.	M	33	Consignor's reference
eFTI56	Street name	The street name of this consignor address.	M	33	Consignor's reference
eFTI57	City name	The name of the city, town or village for this consignor address.	M	33	Consignor's reference
eFTI58	Country code	The country code of this consignor address.	M	33	Consignor's reference
eFTI59	Country sub-division name	The country sub-division name of this consignor address.	M	33	Consignor's reference
eFTI60	Building number	The building number for this consignor address.	M	33	Consignor's reference
eFTI61	Department name	The name of the department for this consignor address.	M	33	Consignor's reference
eFTI62	House number	The house number of the street or the place for this consignor address.	M	33	Consignor's reference

Example 1: From eFTI data elements to Gruber business case data elements

From ESEP4freight business case data to eFTI data elements			
Business name	ESEP4freight ID	eFTI Business name	eFTI ID
Delivery Order		1	
Container ID		2	336-340-390
Container Type		3	
Container Seal		4	
ETA		5	
Codice Viaggio Terminal		6	
Sptabile		7	
Consegnare a		8	
Polizza		9	
Peso netto		10	
Provenienza		11	
Destinazione finale		12	
Freight Description		13	

Goods		30	
N° of packages		31	
Consignor's declarations		32	
Consignor's reference		33	30-33-35-37-38-39-40-41-42-43-44-45
Contract n°		34	
Document attached by the consignor		35	
Acceptance point		36	157-159-160-162-163-164-165-166-167-168-174

Example 2: From Gruber business case data elements to eFTI data elements