

Pursuant to Article 95 item 3 of the Constitution of Montenegro, herewith I adopt the following

## Decree on Promulgating the Law on Transport Agreements in Road Traffic

Herewith I promulgate the LAW ON TRANSPORT AGREEMENTS IN ROAD TRAFFIC, adopted by the Parliament of Montenegro of the 24th calling, on the third session of the first regular assembly in 2009, on July 27th, 2009.

Number: 01-2301/2

Podgorica, 03. 08. 2009.

President of Montenegro,  
**Filip Vujanović**, m.p.

Pursuant to Article 82 paragraph 1 item 2 and Article 91 paragraph 1 of the Constitution of Montenegro, the Parliament of Montenegro of the 24th calling, on the third session of the first regular assembly in 2009, on July 27th, 2009., has adopted the following

## Law on Transport Agreement in Road Traffic

*The Law was published in the "Official Gazette of Montenegro", No. 53/2009 of 7.8.2009.*

### I. GENERAL PROVISIONS

#### Subject of Law

##### Article 1

This Law regulates the contractual and other obligation relations in the area of the transport of passengers and freight in local and international road traffic.

#### Regulation of relations

##### Article 2

The relations regulated with this Law may be regulated even otherwise by the agreement i.e. with general conditions of transport, unless it is contrary to this law and international confirmed agreements.

#### General conditions of transport

##### Article 3

(1) With the general conditions of the transport of passengers or with the agreement between the Carrier and the passenger i.e. consignor, the Carrier cannot be, completely or partially, released from responsibility prescribed by this Law, the encumbrance of evidence cannot be transferred from the Carrier to the other person, nor the limitations from responsibility can be envisaged for the Carrier which are more favourable than the limitations envisaged by this Law.

(2) The Carrier shall, at the request of the interested person, present the general conditions of transport.

#### Definitions

##### Article 4

Certain terms used in this law have the following meaning:

- 1) **the Carrier** is the person that, based on the agreement, transports the passengers or freight;
- 2) **the transport beneficiary** is the person which, based on the agreement with the Carrier, gains certain rights and takes over certain obligations;
- 3) **the passenger** is the person that, based on the agreement, has the right on transport;
- 4) **the ordering party of transport** is the person that, on its behalf, and for the account of the other person, concludes with the Carrier the agreement on the transport of passengers;

5) **the Consignor** is the person that, based on the agreement, consigns the freight for transport;

6) **the receiving party** is the person authorized to receive the freight given for transport to the destination place;

7) **the right holder** is the person that, based on the agreement, has the request towards the Carrier;

8) **the baggage** are things which the passenger has the right to take with him/her based on the baggage transport agreement or the general conditions on the transport of passengers;

9) **hand baggage** are things which can be carried into the vehicle and be located on a certain place and which the passenger keeps by himself/herself;

10) **point of departure** or dispatch is the place where the agreed transport begins;

11) **point of loading** is the place on which the freight is given to the Carrier for the purpose of transport;

12) **point of destination** is the place where the agreed transport ends;

13) **point of unloading** is the place where the receiving party receives the freight;

14) **the vehicle** is each motor vehicle which is used to perform the transport agreement, where the trailing vehicle represents the constituent part of the vehicle.

15) **dangerous freight** are all those freights which in the course of production, transport, storage or handling may cause consequences which are harmful for health and surroundings.

## **II. TRANSPORT OF PASSENGERS**

### **Agreement on the Transport of Passengers**

#### **Article 5**

With the Agreement on the Transport of Passengers, the Carrier commits to transport the passenger to the destination point, and the passenger shall pay to the Carrier the fee for transportation.

### **Concluding the Agreement**

#### **Article 6**

(1) Agreement on the Transport of Passengers shall be concluded between the Carrier and the Passenger or between the Carrier and the Ordering Party of Transport.

(2) With the Agreement concluded between the Carrier and the Ordering Party of Transport, the Carrier commits, under conditions determined by the Agreement and the general terms of business operations of the Carrier, to transport the passenger ordered by the Ordering Party of Transport to the place of destination.

### **Obligations of the Carrier towards passengers**

#### **Article 7**

(1) The Carrier shall behave towards the passenger with decency and respect and shall transport the passenger in accordance with the published transport schedule, under the conditions with reference to the comfort and hygiene which are, bearing in mind the type of transport, vehicle and the length of travel, prescribed by the general terms and conditions of the transport of passengers.

(2) In case the regular transport means of the Carrier are not sufficient to perform all the requested transports, the priority have the persons with baggage for which it is envisaged by special regulations, and further priority is determined in accordance with the sequence of request, but bearing in mind that between the simultaneous requests, the priority is determined in accordance with the longer transport.

(3) The Carrier shall provide a seat in the vehicle market on the travel ticket or the transport with a certain vehicle, if this was separately agreed.

(4) If during the transport of passengers there are signs of some of infectious diseases with the passenger, the Carrier shall transport the passenger to the first place where there is the possibility to offer him/her the necessary medical assistance.

### **Denied right on transport**

#### **Article 8**

(1) The Carrier doesn't have the obligation to accept for transport the person for whom it can be assumed with reason that he/she shall make it impossible to the Carrier to perform its obligations towards the other passengers (persons consuming alcohol, psycho-active substances and the persons having indecent behaviour and similar).

(2) The Carrier may, without the obligation to return the fee for transportation, deny the transport to the passenger who disturbs with his/her behaviour the other passengers or who does not comply with the regulations on public order in the vehicle during the travel.

## **Types of Agreement**

### **Article 9**

The Agreement between the Carrier and the passenger, i.e. transport ordering party may be concluded on definite time or for one or more travels.

## **Travel ticket**

### **Article 10**

- (1) The Carrier shall issue the travel ticket in the scheduled transportation.
- (2) The travel ticket from paragraph 1 of this Article may be individual or group.
- (3) The travel ticket is the evidence that the agreement on the transport of passengers is concluded, but the existence of the transport agreement may be proved even in the other way.
- (4) The travel ticket, as a rule, is written on the holder, and may be written on the name.
- (5) If the travel ticket is given on the name, it cannot be transferred to the other person without the consent of the Carrier.
- (6) If the passenger doesn't have the travel ticket with him/her, if it is irregular or lost, that doesn't have effect on the existence or validity of the transport agreement.
- (7) If the transport agreement is concluded with the ordering party of transport, the Carrier as a rule, shall not issue the travel ticket.

## **Waiver of the agreement**

### **Article 11**

- (1) The passenger has the right to waive the agreement on the transport of passengers before its performance starts.
- (2) The Carrier has the obligation to return to the passenger the fee for transportation, if the passenger waives the travel at the latest two hours in international transport, and one hour in the local transportation, before the beginning of travel.
- (3) If the passenger renounces from the travel under condition from paragraph 2 of this Article, the Carrier may retain maximum 10% of the amount of fee for transportation.
- (4) Provision of paragraph 2 and 3 of this Article cannot be changed with the transport agreement to the detriment of the passenger.

## **Responsibility of the Party ordering the transport**

### **Article 12**

The party ordering the transport is responsible to the Carrier for the obligations which result from the agreement on the transport of passengers.

## **Waiving the agreement due to the delay in starting the transportation**

### **Article 13**

If the transportation doesn't start in time which was determined by the travel schedule or agreement, the passenger i.e. the party ordering the transport may waive the agreement on the transport of passengers and request to have the fee returned in full, which the Carrier shall perform.

## **Interruption of travel**

### **Article 14**

If during transportation there was an interruption of travel for the reason for which the passenger is not responsible, the passenger may use one of the following rights:

- 1) request that the Carrier performs the transport, together with baggage, with its own or other suitable means, to the point of destination;
- 2) request that the Carrier, together with baggage, returns him/her within a suitable time to the originating point and to refund him/her the fee for transportation;
- 3) refuse further travel and request from the Carrier the refund of the fee for transportation for the unused part of the travel in full amount.

## **Responsibility of the Carrier**

### **Article 15**

(1) The Carrier is responsible for the damage resulted because of death, bodily injury or affected health caused by traffic accident during transportation, i.e. when the passenger was inside the vehicle or was going out of the vehicle, as well as for the damage caused because of the delay or interruption of transportation.

(2) The Carrier is responsible for the damage which was caused to the passenger by the person that on his/her order worked on the performance of carriage.

(3) The Carrier is responsible for the damage resulted because of death, bodily injury or affected health of the passenger, except when it proves that the damage was caused by the action of the passenger or other cause which couldn't have been foreseen, avoided or removed.

(4) The Carrier is responsible for damage caused due to delay, i.e. interruption of travel, except if it proves that the delay, i.e. interruption of travel was not its guilt.

### **The amount of the compensation for damage**

#### **Article 16**

(1) For the damage resulted because of death, bodily injury or affected health of the passenger, the Carrier has the liability up to 75 000 ^ per passenger.

(2) For the damage resulted because of delay, i.e. interruption of travel, the Carrier has the liability up to the amount of a triple to six time fee for transportation.

### **Request for compensation**

#### **Article 17**

(1) Request for damage compensation resulted because of death, bodily injury or affected health of the passenger shall be submitted to the Carrier within six months from the day of being acquainted with the damage.

(2) The request for the compensation of damage caused by delay, i.e. interruption of travel, shall be submitted to the Carrier within 15 days from the day when the travel was finalized, i.e. when it should have been finalized.

### **Transport of passengers in urban and suburban traffic**

#### **Article 18**

The provisions of the second chapter of this Law are being applied accordingly both on the transport of passengers in urban and suburban traffic if by the provisions which regulate the performance of the urban and suburban traffic, it is not otherwise regulated.

## **III. TRANSPORT OF BAGGAGE**

### **Agreement on the transport of baggage**

#### **Article 19**

(1) The Carrier shall accept for transport and shall carry the transport of the passenger.

(2) The baggage is carried by paying a fee, if the agreement on the transport of passengers hasn't otherwise determined this item.

(3) Hand baggage is being carried without a special fee.

### **Baggage ticket**

#### **Article 20**

(1) The Carrier has the obligation to issue to the passengers the baggage ticket, which contains the number and type of baggage.

(2) Until it is proved to the contrary, the baggage ticket represents the confirmation of quotes stated in it, and if it doesn't contain the qualifications, it is considered that the baggage was given according rules.

### **Obligations of the passenger**

#### **Article 21**

The passenger shall compensate the damage to the carrier which resulted from the feature or status of baggage, except if the feature or the status of baggage was or had to be familiar to the Carrier.

### **Obligations of the Carrier**

#### **Article 22**

(1) The Carrier shall give to the passenger the baggage in the place and at the time of travel end.

(2) The Carrier shall hand over the baggage to the party submitting the baggage ticket.

(3) If the person requesting that his/her baggage is given over, does not submit the baggage ticket, the Carrier shall give the baggage to such person only if he/she proves that he/she has the right on baggage or if he/she presents to the Carrier the appropriate guarantee.

(4) If the passenger, when the vehicle arrives to the point of destination, does not take over the baggage, the Carrier shall take care about the baggage on a secure place, the expenses of which and the risk shall be born by the passenger, or shall give it to the third person for storage.

(5) The Carrier is responsible for the election of the guard to whom it has given the baggage for storage and protection.

## **Responsibility of the Carrier**

### **Article 23**

(1) The Carrier is responsible for the damage resulted due to the complete or partial loss or damage of baggage from the moment of accepting it for transport until the moment of giving it back, as well as because of the delay in delivery.

(2) The Carrier is responsible for damage caused due to the complete or partial loss or damage of baggage, as well as the hand baggage, if the complete or partial loss resulted from traffic accident, except if it proves that the accident was caused by the action of passengers or with some other cause which couldn't have been foreseen, avoided or removed.

(3) The Carrier is responsible for the damage caused due to the complete or partial loss or damage of hand baggage if the passenger proves that the mistake was caused by the Carrier.

(4) In case of theft or loss which are not connected with traffic accident, the Carrier is responsible only if the baggage was given for storage and keeping. It is considered that such baggage contains personal belongings which the passenger has on himself/herself or with himself/herself.

## **Request for compensation**

### **Article 24**

The request for compensation of damage due to the complete or partial loss or damage of baggage shall be submitted to the Carrier within 15 days from the day of being acquainted with the damage.

## **Lost baggage**

### **Article 25**

(1) The baggage shall be considered to be lost, in case if it hasn't been delivered to the passenger within seven days from the day when it was requested to be handed in to him/her.

(2) If the lost baggage is found within one year from the day when the passenger requested to be handed in to him/her, the Carrier shall undertake all the necessary actions to inform the passenger about it. Within 30 days from the day of receiving such notification, the passenger may request that his/her baggage is delivered to the point of origin or to the point of destination, with the refund of the received compensation for damage regarding the loss or by keeping the right to request the fee due to the delay in delivery.

## **Compensation for loss or damage of baggage**

### **Article 26**

(1) For the damage resulted because of the complete or partial loss or damage of baggage, the Carrier shall be responsible up to 150,00 ^ per baggage unit or up to 600,00 ^ per passenger.

(2) For the damage caused due to complete or partial loss or damage of hand baggage, the Carrier shall be responsible up to 300,00 ^ per passenger.

(3) The passenger may request to state in the baggage ticket even the higher amount than the amount from paragraph 1 and 2 of this Article.

(4) If the Carrier agrees with the request of the passenger from paragraph 3 of this Article, it is responsible for damage up to the amount stated in the enclosed baggage ticket.

(5) In case from paragraph 3 and 4 of this Article, the Carrier may collect from the passenger proportionally increased fee for transportation.

## **Deadline for submitting objection**

### **Article 27**

(1) The Carrier shall not be responsible for damage resulted because of the complete or partial loss or damage of baggage if the passenger does not submit to the staff of the Carrier a written objection immediately after ending the travel or to the Carrier at the latest 24 hours after taking over the baggage.

(2) Exceptionally from the provisions from paragraph 1 of this Article, if the damage to the baggage resulted due to the traffic accident or other causes due to which the passenger could not have submitted the complaint within the deadline stated in paragraph 1 of this Article, the complaint is submitted as soon as it is possible, and at the latest within 15 days from the day when the travel ended or when it should have been ended.

## **IV. TRANSPORT OF FREIGHT**

### **Agreement on the transport of freight**

#### **Article 28**

(1) With the Agreement on the transport of freight, the Carrier commits to transport the freight to the point of destination and to deliver it to the receiving party or to some other person which is determined by the receiving party, and the consignor shall pay to the Carrier the agreed fee for transportation.

(2) Agreement on the transport of freight is considered to be concluded when the Carrier receives the freight for transport.

### **Special freights**

#### **Article 29**

(1) The Carrier shall not receive for transport the freight, the transport of which is forbidden by the Law.

(2) The freight for which it is prescribed that it can be transported only under certain conditions, can be accepted for transport if such conditions have been fulfilled.

### **Vehicle for the transport of freight**

#### **Article 30**

(1) The Carrier shall transport the freight with the vehicle which has been determined with the transport agreement.

(2) If the vehicle is not determined by the transport agreement, the Carrier shall transport the freight with the vehicle which provides a regular and timely performance of transport.

### **The quantity of freight**

#### **Article 31**

(1) The quantity of freight which is being given for transport shall be determined with the number of pieces, mass or volume.

(2) If the quantity of freight cannot be precisely determined in the way from paragraph 1 of this Article, it shall be determined with the usual measure at the point of dispatch.

### **The right of the consignor to replace the freight**

#### **Article 32**

(1) Instead of freight, the transport of which was agreed, other freights can be given for transport, if:

- 1) by that the conditions of transport are not changed to the detriment of the Carrier;
- 2) because of that, there shall not be a significant holding of vehicles at the point of loading or unloading;
- 3) by that, the safety of vehicles and traffic shall not be jeopardized;
- 4) the consignor offers to the Carrier, at its request, the surety for receivable which could result due to the replacement of freight.

### **Freight packaging**

#### **Article 33**

(1) The consignor shall package the freight in the prescribed or usual way so that it wouldn't cause any damage or jeopardizing of safety of people or goods.

(2) The Carrier shall waive the freight if the lacks with reference to its packaging are such that the safety of persons and goods can be jeopardized or if some damage can be caused.

(3) The consignor shall give to the Carrier the guidelines for keeping the freight and its handling if it is the freight, the transport of which, is not usual or if it is requested by the Carrier.

## **Responsibility for the damage caused by freight**

### **Article 34**

(1) For the damage suffered by third parties because of the lack of packaging during the time while the freight is with the Carrier, the Carrier shall be responsible, and it has the right to request the compensation from the consignor.

(2) The consignor is responsible to the Carrier for the damage caused to the persons, vehicle and other freights by the action of the features of freight which was given for transport, if such features haven't been known to the Carrier, and they needn't have been familiar to it.

## **Point of locating the vehicle for loading**

### **Article 35**

(1) The Carrier shall set the vehicle on the position which is determined by the transport agreement for loading of freight.

(2) If the position of loading the freight is not agreed, the consignor shall timely determine it and respectively inform the Carrier.

(3) The Carrier shall locate the vehicle at the point for loading if this can be done without danger for the vehicle, though on such a point the freight may be loaded without damaging the vehicle.

(4) If the point of loading determined by the consignor does not fulfill the conditions from paragraph 3 of this Article, the Carrier shall locate the vehicle on the closest point which fulfills the conditions for loading.

## **Time of locating the vehicle for loading**

### **Article 36**

(1) The Carrier shall locate the vehicle at the point of loading on the agreed day and hour.

(2) If the transport agreement determines only the day of locating the vehicle at the point of loading, the Carrier shall locate the vehicle on that day, but at the latest within the term which makes possible the loading before the expiry of the working hours of the consignor.

(3) The Carrier shall inform the Consignor or the person which it determined about the location of vehicle at the point of loading.

## **Loading and unloading of freight**

### **Article 37**

The Consignor loads the freight into the vehicle, and the receiving party unloads it, if the freight transport agreement doesn't determine otherwise.

## **Guidelines of the Carrier for loading the freight**

### **Article 38**

When loading the freight into the vehicle, the Consignor must act in accordance with the guidelines of the Carrier which relate to the distribution of load in the vehicle and to other circumstances which could affect the safety of persons, vehicle and freight in the vehicle.

## **Deadline for loading the freight**

### **Article 39**

(1) The loading of freight must be initiated and finalized within adequate time, if the freight transport agreement doesn't determine otherwise.

(2) The deadline for loading the freight into the vehicle is extended for the time for which the loading could not be performed due to the reasons for which neither the consignor nor the Carrier are responsible.

## **Additional time for the loading of freight**

### **Article 40**

(1) If the freight is not loaded into the vehicle within agreed time for the reason for which the consignor is responsible, the consignor must retain the vehicle at the point of loading maximum for the time which corresponds to the half of the agreed time for loading (additional time of loading).

(2) For additional time of loading the Carrier has the right for a special compensation, and if such fee is not agreed, the amount of the compensation is determined in accordance with the pricelist of the Carrier.

## **Exceeding additional time for freight loading**

#### **Article 41**

If the freight hasn't been loaded into the vehicle neither after the expiry of the additional time of loading, the Carrier may give up the freight transport agreement and request the compensation for damage.

### **Time of loading**

#### **Article 42**

The time of loading the vehicle includes even the time necessary for:

- 1) completing the freight manifest and the delivery of documents relating to freight to the Carrier;
- 2) covering, tying and other securing of freight in the vehicle, if the consignor has the obligation to do that;
- 3) performing actions without which the transport cannot be initiated.

### **Delay with the start of transport**

#### **Article 43**

When the Carrier is in delay with the start of transport in such a way that the consignor doesn't have the interest for the agreed transport, the consignor may renounce from the freight transport agreement and request the compensation for damage.

### **Freight Manifest**

#### **Article 44**

- (1) Freight Manifest is issued when receiving the freight for transport.
- (2) During the performance of freight transport, there must be the freight manifest in the vehicle.
- (3) With the issuance of the Freight Manifest, the Carrier confirms that the transport agreement is concluded and that the freight has been accepted for transport.

#### **Article 45**

- (1) The Freight Manifest is issued in three originals.
- (2) The first copy of the Freight Manifest is given to the consignor, the second copy follows the freight in transport and is given to the receiving party, and the third one is left with the Carrier.
- (3) if the freights which are accepted for transport must be loaded in different vehicles or if there are different types of freight, or the freights are divided into groups, the consignor or Carrier may request that for each vehicle or each type of freight or for each group of freight, a separate Freight Manifest is issued.

### **Contents of Freight Manifest**

#### **Article 46**

- (1) The Freight Manifest contains:
  - 1) place and date of issuance;
  - 2) first name, last name and place of residence, i.e. the name and principal place of business of the consignor;
  - 3) first name, last name and place of residence, i.e. the name and principal place of business of the Carrier;
  - 4) registration number of vehicle;
  - 5) place and date of loading the freight;
  - 6) first name, last name and place of residence, i.e. the name and principal place of business of the receiving party, as well as the point of unloading;
  - 7) prescribed description of freight and the way of packaging, and for dangerous freights – prescribed and usual description of freight;
  - 8) number of packaging and their marks;
  - 9) gross mass of freight or the quantity expressed in some other way;
  - 10) expenses regarding the transport of freight (the fee for transport, additional expenses, customs duties and other expenses resulting from the conclusion of the transport agreement giving the freight to the receiving party), with the mark of the payer;
    - 11) instructions necessary for the customs and other actions;
    - 12) list of documents which are enclosed to the Freight Manifest.
- (2) In addition to the data from paragraph 1 of this Article, the Freight Manifest may contain the data on:
  - 1) the prohibition of reloading of freight;

- 2) expenses which are taken over by the consignor;
- 3) amount of delivery;
- 4) amount of the value of freight or the amount of special value of freight;
- 5) instructions of the consignor to the Carrier with reference to freight insurance;
- 6) agreed deadline of transport;
- 7) closer way of determining the quantity of freight (scaling, measurement, counting and other).

## **Signing of the Freight Manifest**

### **Article 47**

- (1) The Carrier and Consignor sign all the copies of the Freight Manifest.
- (2) Signatures from paragraph 1 of this Article may be replaced by the seal of the Carrier and consignor.
- (3) The person who was authorized by the Consignor to load the freight may, on its behalf, sign the Freight Manifest, with the statement that it signed on behalf of the consignor.

## **Transcription of the Freight Manifest**

### **Article 48**

In case of transcription of the Freight Manifest there must be a visible mark that it is a transcription, as well as the warning that based on the transcription one cannot dispose with the freight.

## **Entry of data into the Freight Manifest**

### **Article 49**

- (1) The data from Article 46 paragraph 1 item 1 to 4 of this law, are entered by the Carrier into the Freight Manifest, and from item 5 to 12, by the consignor.
- (2) The data from Article 46 paragraph 2 of this Law, are entered into the Freight Manifest by the contracting party which requests that such data are contained in the Freight Manifest.
- (3) If, at the request of the Consignor, the Carrier enters data in the Freight Manifest which according to the provisions paragraph 1 and 2 of this Article should be entered by the Consignor, it is considered that it has entered them on behalf of and for the account of the Consignor.

## **Responsibility for incorrect and incomplete data**

### **Article 50**

The consignor is responsible for the damage resulting due to the incorrect and incomplete data which it has entered in the Freight Manifest or which have, at its request, been entered by the Carrier.

## **Checking the accuracy of data and entering the objections in the Freight Manifest**

### **Article 51**

- (1) Before taking over the freight for transport, the Carrier has the obligation to check:
  - 1) the accuracy of data which have been entered in the Freight Manifest, and which relate to the number of packaging and their mark;
  - 2) External appearance of the freight and packaging.
- (2) The Carrier may enter in the Freight Manifest the explained objections on data from paragraph 1 of this Article, i.e. the reasons for which it couldn't check those data.
- (3) The remarks of the Carrier from paragraph 2 of this Article are considered to be true if the Consignor agrees with such objections and enters the consent in the Freight Manifest.
- (4) The Consignor may request from the Carrier, if that doesn't cause higher expenses or non-proportionate loss in time, to check at its expense:
  - 1) gross mass of freight given for transport or its quantity marked in some other way;
  - 2) the contents of packaging in order to determine the usual name of freight in transport and its status.
- (5) The finding on the check from paragraph 1 from this Article is being entered in the Freight Manifest.

### **Article 52**

If the Freight Manifest does not contain the objections of the Carrier stated in the sense of provisions of the Article 51 paragraph 2 of this Law, it is considered, until the Carrier doesn't

prove the contrary, that the freight and packaging were in good position, and that the number and marks of packaging correspond to the data from the Freight Manifest.

## **Obligation of delivering data and documents**

### **Article 53**

(1) The Consignor shall provide to the Carrier all the data, and enclose to the Freight Manifest and put at disposal to the Carrier all the documents which are necessary for enforcing the customs and other actions.

(2) The Carrier doesn't have the obligation to examine the correctness and accuracy of data and documents from paragraph 1 of this Article.

(3) The Consignor is responsible for the damage which could result due to lacks and inaccuracy of data, i.e. the irregularities of documents from paragraph 1 of this Article.

## **Responsibility of the Carrier in case of loss or incorrect use of documents**

### **Article 54**

(1) The Carrier shall be responsible for the damage caused by loss or incorrect use of documents from Article 53 paragraph 1 of this Law, except if it proves not to be guilty.

(2) The compensation of damage in case from paragraph 1 of this Article shall not be higher than the amount which the Carrier would have the obligation to compensate if the freight given for transport was lost.

## **Assignable Freight Manifest**

### **Article 55**

(1) The Consignor and Carrier may mutually determine that the Carrier shall issue the Freight Manifest at the order or on the holder (assignable Freight Manifest).

(2) On the copy of the Freight Manifest which is being given to the Consignor shall be explicitly stated that it is the Freight Manifest, and on the other copies of the original Freight Manifest that the assignable Freight Manifest has been issued.

(3) The conditions of the transport agreement and general terms and conditions of business operations of the Carrier obligate the holder of assignable Freight Manifest that is not the Consignor, only if they are stated within the assignable Freight Manifest or they are explicitly referred to in the Freight Manifest.

## **Signature**

### **Article 56**

The assignable Freight Manifest contains the signatures of Carriers and consignors or the persons they authorize.

## **Transcription of the assignable Freight Manifest**

### **Article 57**

(1) The Consignor and the Carrier may request that the transcription of the assignable Freight Manifest is made.

(2) On each transcription of the assignable Freight Manifest shall be stated to be as transcript, as well as the fact that based on it one cannot dispose with freight.

## **The way of transferring the assignable Freight Manifest**

### **Article 58**

(1) The assignable Freight Manifest at the order is transferred by the endorsement, and the assignable Freight Manifest on holder- by delivering it.

(2) On the form and the legal effect of endorsement, the regulations on the bill of exchange are accordingly applied, except the provisions which relate to recourse.

(3) If in the assignable Freight Manifest on order, the receiving party of freight is not stated, such Freight Manifest is being transferred by the order of the Consignor.

## **Performance of transport**

### **Article 59**

(1) The Carrier has the obligation to transport the freight following the road which was agreed.

(2) If the road of the transport is not agreed, the Carrier shall transport the freight following the road which is the most favourable for the transport of such freights.

## **Time of the transport**

### **Article 60**

- (1) The Carrier shall transport the freight within the agreed time period.
- (2) If the time period from paragraph 1 of this Article is not agreed, the Carrier has the right to transport the freight for the time which is usual for the transport of such freight, bearing in mind the type and length of road, as well as the type of vehicle.

## **Duration of transporting time**

### **Article 61**

- (1) The agreed time period for the transport of freight starts from the expiry of the timeperiod for loading of freight, i.e. additional time period for loading.
- (2) It is considered that the contractual time period has expired from the moment of notifying the receiving party that the freight has arrived to the point of destination and that it is prepared to be delivered or from the moment when the Carrier tried to hand in the freight to the receiving party.

## **Requesting guidelines when it is not possible to perform the freight transport**

### **Article 62**

- (1) If the freight transport is not possible to be performed within the agreed time and under agreed conditions, the Carrier shall request the guidelines from the persons authorized to dispose with the freight during transport. If the holder of the assignable Freight Manifest is not familiar to the Carrier, the Carrier shall request from the Consignor the necessary guidelines.
- (2) If the Carrier doesn't obtain the guidelines from paragraph 1 of this Article within adequate time, it shall undertake appropriate measures for the purpose of protecting the interests of person who is authorized to have the freight at disposal.
- (3) The Carrier shall act according paragraphs 1 and 2 of this Article even when the circumstances significantly make difficult the performance of transport under the agreed conditions.

## **Measures for taking care about the freight**

### **Article 63**

- (1) The Carrier shall undertake measures necessary for taking care about the freight given for transport.
- (2) If the Carrier doesn't ask from the Consignor the guidelines on the measures necessary for taking care about the freight, it is considered that it was familiar with the measures necessary for storing the freight.
- (3) If the Freight Manifest does not contain the notification on the type of danger from the freight given for transport, the encumbrance of evidence shall be born on the transport beneficiary that the Carrier knew or had to know for the freight type of danger.

## **Consignor's right to dispose with the freight during transport**

### **Article 64**

- (1) If the assignable Freight Manifest is not issued, the Consignor disposes with the freight during transport and it may request:
  - 1) to suspend the freight transport;
  - 2) to postpone the delivery of freight to the receiving party;
  - 3) to deliver the freight to some other point of destination;
  - 4) to deliver the freight to it or some other receiving party which is not determined by the transport agreement or in the Freight Manifest;
  - 5) to return the freight to the dispatch point.
- (2) Requests from paragraph 1 of this Article shall be submitted in the written form.
- (3) The Consignor's right to dispose with the freight during the transport ceases with the delivery of the Freight Manifest to the other person.

## **Responsibility of the Carrier**

### **Article 65**

- (1) The Carrier shall be responsible for damage caused due to the non-performance of the request from Article 64 of this Law.

(2) The compensation of damage in case of paragraph 1 of this Article may not be higher than the compensation of damage for which the Carrier would respond is the freight given for transport had been lost.

## **The right of the receiving party to dispose with the freight during transport**

### **Article 66**

(1) The receiving party of freight may dispose with the freight during transport under conditions and in the way from Article 64 of this Law, if the Consignor states in the Freight Manifest the note that the receiving party has the right to dispose with the freight.

(2) The receiving party may dispose with the freight which is being transported and if the consignor gives its copy of the Freight Manifest or if the freight arrives to the point of destination.

## **Right of the holder of assignable Freight Manifest to dispose with the freight during the transport**

### **Article 67**

(1) If the assignable Freight Manifest is issued, only the authorized holder of the assignable Freight Manifest may have at disposal the freight submitted for transport, under condition that the obligations resulting from the assignable freight manifest have been fulfilled.

(2) In case from paragraph 1 of this Article, the holder of the assignable Freight Manifest may request from the Carrier:

- 1) to suspend the transport;
- 2) to deliver him/her the freight in some other point if destination;
- 3) to return the freight to the point if dispatch.

(3) If the holder of the assignable freight manifest requests that the freight is submitted in some other point of destination, he/she shall return to th Carrier the assignable freight manifest, when receiving the freight.

(4) If the freight is at disposal in the way which is not envisaged in paragraph 2 of this Article, the request shall be entered in the assignable Freight Manifest and be confirmed with the signature of the holder of the assignable freight manifest.

(5) The request from paragraph 4 of this Article which is not entered in the assignable freight manifest or is not confirmed with the signature of the holder of assignable freight manifest, doesn't produce the legal effect.

## **Refusing the right for the amendment of the freight transport agreement**

### **Article 68**

The Carrier may refuse the request for the amendment of the transport agreement, if:

- 1) the amendment of the agreement is no more possible at the time when the request is due to the person who shall perform it;
- 2) due to the amendment of the agreement the damage would be caused to the other transport beneficiary;
- 3) the owner of the freight is not committed that it shall compensate the damage and all the expenses resulted from the amendment of the agreement;
- 4) if the amendment of the agreement is contrary to customs and other regulations.

## **Submittance of the freight**

### **Article 69**

(1) The Carrier shall submit the freight at the point of destination or at the point determined for the receipt of freight by the person authorized to dispose with the freight.

(2) The Carrier shall deliver the freight ot the receiving party or to the holder of the assignable freight manifest, and if the freight manifest or the assignable freight manifest is not issued, to the person determined to receive the freight either by the transport agreement or in some other way.

## **Arrival of freight**

### **Article 70**

(1) The receiving party can, upon arrival of the freight to the point of destination, request from the Carrier to give him/her the second copy of the Freight Manifest, in case it fulfilled its obligations from the transport agreement.

(2) The Carrier has the obligation to comply with the request of the receiving party from paragraph 1 of this Article, if in the request of the Consignor issued based on Article 64 of this Law was not otherwise determined.

(3) The receiving party shall confirm to the Carrier the receipt of the freight from the freight manifest.

(4) The receiving party which refused the receipt of the freight may subsequently request the submittance of freight all the time until the Carrier receives a different order.

## **Notification on freight arrival**

### **Article 71**

(1) The Carrier shall, without delay, in written form, notify the receiving party on the arrival of the freight to the point of destination.

(2) The notification from paragraph 1 of this Article is being delivered to the address marked by the Consignor, during the working hours of the receiving party, and if the receiving party is the natural person, then in the usual time.

## **Unloading of freight**

### **Article 72**

(1) The receiving party shall unload the freight, if it is not otherwise determined by the agreement.

(2) During the unloading, the receiving party must comply with the instructions of the Carrier which relate to safety and protection from the damage of persons, vehicles and freight loaded to the vehicle.

(3) The point of unloading is determined by the receiving party, if it is not otherwise determined by the agreement.

(4) To the unloading of freight, the provisions of the Articles 36 and 39 of this Law are respectively applied.

(5) If the unloading of freight is not performed in accordance with paragraph 2 of this Article, the Carrier may unload the freight at the expense and risk of the receiving party and comply in accordance with the provisions of Article 76 of this Law.

## **Returning the assignable Freight Manifest**

### **Article 73**

The holder of the assignable freight manifest has the obligation, when taking over the freight, to return to the Carrier the assignable freight manifest.

## **Complaint for damaging the freight**

### **Article 74**

(1) If the receiving party receives the freight without complaint, it is considered that the freight has been regularly submitted to it in the status which was marked in the freight manifest or in the assignable freight manifest, and if such documents don't exist, in the status as it was received for transport.

(2) For damages which were not visible at the moment of submittance, the receiving party has the obligation, in the written form and immediately after disclosing the damage, to make a complaint, at the latest within seven days from the day of submitting freight.

(3) If the receiving party doesn't act in accordance with paragraph 2 of this Article, it loses the right for the compensation of damage.

## **Impossibility of freight delivery**

### **Article 75**

If the receiving party refuses the receipt of freight or it cannot be found, the Carrier has the obligation, without delay, to request the instructions from the Consignor.

## **Taking care and selling of non-delivered freight**

### **Article 76**

(1) If the Carrier doesn't obtain the instructions from Article 75 of this Law or if there is no possibility to surrender the freight, the Carrier may, on behalf and at the expense of the person who is authorized to dispose with the freight:

1) unload the freight and give it for storage to the public warehouse or some other person, or it may store it by himself/herself;

2) immediately sell the freight which is subject to malfunction, as well as the freight the expenses of which storage would be higher than the value of freight itself.

(2) The Carrier shall inform without delay the person authorized to dispose with the freight, on delivering the freight for storage.

(3) If the freight is given for storage to the public warehouse or some other person, the Carrier is responsible for their selection.

(4) The transport is finalized when the Carrier acts in accordance with the provisions from the paragraph 1 of this Article.

(5) The Carrier may give the freight even though the person authorized to dispose with the freight doesn't take over the freight within 30 days from the day of its submittance for storage or doesn't give instructions according which the Carrier should act.

## **Amount realized by the sales of freight**

### **Article 77**

(1) The amount realized by the sales of freight, in accordance with the provisions of Article 76 of this Law, the Carrier shall, after deducting its receivables which resulted with reference to the transport and expenses of storing and selling freight, to submit with the competent court in favour of the authorized person to dispose with the freight.

(2) on the performed sales and the paying of the remaining amount with the court, the Carrier shall inform the Consignor or the person who is authorized to dispose with the freight.

## **Responsibility of the Carrier for damage caused due to the loss or damage of freight**

### **Article 78**

The Carrier is responsible for damage caused due to complete or partial loss or damage of freight it has taken for transport, from the moment of taking over the freight for transport until the moment of its delivery to the receiving party, as well as for the damage caused due to delay in transport and the surrendering the freight to the receiving party, except if it proves that damage was caused because of actions or failures of the transport beneficiary, functions of freight or other causes which couldn't have been foreseen, avoided or removed.

## **Releasing the Carrier from responsibility**

### **Article 79**

(1) The Carrier is being released from responsibility if the complete or partial loss of freight was caused by:

1) the use of open and non-covered vehicles, if the use of such vehicles was explicitly agreed and stated in the freight manifest;

2) lack or bad status of packing material for the freight which in its nature is subject to diffusion or damage or if it is not packed or properly packed;

3) managing, loading, packing and unloading of freight by the Consignor, i.e. receiving party or person who have been working on such tasks at the order of the Consignor, i.e. receiving party;

4) the features of the freight due to which the freight is especially subject to complete or partial loss or damage (breaking, rust, decay, the effect of frost and heat, drying, leaking, diffusion and similar);

5) lack or incomplete marks on packings.

(2) The Carrier is not responsible for damage caused due to complete or partial loss or damage of freight given for transport if it proves to have taken the measures which it had to undertake given the circumstances, and that it has followed special instructions if they were given to it by the Consignor.

(3) If the complete or partial loss or damage of freight could have been caused by, with reference to one or more special circumstances stated in paragraph 1 of this Article, it is assumed that the damage resulted because of these circumstances, until the holder of the right proves to the contrary.

## **Responsibility of the Carrier for assistants**

### **Article 80**

The Carrier shall be responsible for damage caused by persons who have been working in accordance with its request on performing the freight, as well as for the other Carriers which it

has used for the transport of freight, i.e. persons who have been working at their order on performing the transport.

## **Responsibility of the Carrier**

### **Article 81**

The Carrier cannot be released from responsibility for damage by referring to the provisions of Article 79 of this Law, if the transport of freight was performed by the vehicle which is equipped with necessary equipment for the protection of freight from heat, cold, difference in temperature or air humidity, and doesn't prove that it has undertaken measures which, according to circumstances, it had the obligation to undertake with reference to the selection, maintenance and use of such equipment, as well as having acted according to special instructions in case they were given by the Consignor.

## **Lost freight**

### **Article 82**

(1) The freight is considered to be lost in transport if the Carrier did not deliver it to the receiving party within 30 days from the day of the expiry of the agreed term, and if the agreed term is not envisaged, within 60 days from the day when the Carrier has taken over the freight.

(2) The holder of right may, until the moment of receiving the compensation of damage for the lost freight, submit the written request to be informed if the freight is found within one year from the payment of damage compensation, about which a written confirmation is issued.

(3) Within 30 days from the day of receiving the notification on finding the freight, the holder of the right may request to submit him/her the freight, with the refund of damage compensation which he/she received.

## **Responsibility for the transport of dangerous freight**

### **Article 83**

The Carrier is not responsible for damage caused due to the transport of dangerous freight, if upon the taking over of such freight for transport he/she didn't know nor couldn't have known that it was dangerous freight.

## **Compensation of damage for the loss and damage of freight**

### **Article 84**

(1) The compensation of damage for the complete or partial loss and damage of freight given for transport is determined in accordance with the agreed price, and if it is not agreed, in accordance with the market price of the freight at the time and place of dispatch.

(2) The compensation of damage from item 1 of this Article cannot be higher from the amount which would:

1) have to be paid by the Carrier in case of total loss of freight, in case the complete freight is damaged;

2) have to be paid by the Carrier in case of partial loss of the damaged part of the freight, if only one part of freight is damaged.

## **Amounts for damage compensation**

### **Article 85**

(1) For damage caused due to complete or partial loss or damage of freight, the Carrier responds per kilogram of the gross mass of the lost or damaged freight up to 7,5<sup>^</sup>.

(2) In addition to the amount from paragraph 1 of this Article, the Carrier has the obligation to compensate to the Consignor the paid fee for transport and other expenses resulting from the transport of freight, completely if there had been the loss of freight, and in proportionate amount, if there had been the damage of freight.

(3) In case of delay in transport and delivery of freight, the Carrier has the obligation to pay 1/10 of the fee for transport for each day of delay, and maximum up to 1/3 of the total fee for transport.

(4) If the authorized person proves that the delay caused damage, the Carrier has to compensate it, in the amount which cannot be higher than the amount of the transport expenses.

(5) In the transport agreement a higher amount of damage compensation can be stated than the amount from paragraph 1 of this Article and in that case the Carrier responds for damage caused due to complete or partial loss or damage of freight to the stated amount.

(6) If the value of freight is marked in accordance with paragraph 5 of this Article, the Carrier has the right to increase the fee for transportation.

### **Request for damage compensation**

#### **Article 86**

(1) Request for damage compensation in case of complete or partial loss or damage of freight shall be submitted within 60 days from the date of being acquainted with damage.

(2) The request for damage compensation in case of delay in transport and delivering the freight to the receiving party, is being submitted within 30 days from the day of delivering the freight to the receiving party.

### **Fee for compensation**

#### **Article 87**

The amount of fee for transportation shall be determined by the freight transport agreement or visibly displayed and published priceist of services.

### **Payment of fee for transportation**

#### **Article 88**

(1) The fee for transportation is paid only for the freight which is transported and at the point of destination has been put at disposal to the receiving party or to other auhtorized person.

(2) If the freight has been transported only one part of the road, the Carrier has the right to proportionate fee for transportation for the traversed road, and if the responsibility for it is with the transport beneficiary, has the right to fee for transportation in full amount.

### **Giving for storage and sales of freight**

#### **Article 89**

(1) If the receiving party doesn't fulfill its obligations regarding transport, the Carrier doesn't have the right to deliver the freight, if the receiving party, at its request and without delay, doesn't give appropriate surety.

(2) In acse of paragraph 1 of this Article, the Carrier may give the freight for storage to public warehouse or some other person or it may store it by itself.

(3) The Carrier has the right to inform the receiving party and the consignor on the delivery of freight for storage, without delay.

(4) In case the Carrier delivers the freight for storage to the public warehouse or some other person, it is responsible for their choice.

(5) The Carrier may sell the freight in case the obligations from paragraph 1 of this Article are not fulfilled within 15 days from the day of notification on giving it for storage or immediately if the freight is subject to failure or if the expnses ofstorage are not proportionate with the value of freight.

(6) The sales of freight is regulated by the provisions of Article 77 of this Law.

## **V. TRANSPORT WHICH INCLUDES MORE CARRIERS**

### **Consecutive Carrier**

#### **Article 90**

(1) if the transport per one agreement was performed by more consecutive Carriers, with the receipt of freight and Freight Manifest, each one of them is solidary responsible for a complete or partial loss, damage of freight and baggage or delay in transport, except in case if it can be determined on which part of the road the damage happened.

(2) If the Carrier has conceded to some other person (sub-Carrier) the performance of transport, the Carrier shall respond for all the obligations from the transport agreement.

### **Joint responsibility**

#### **Article 91**

For damage caused by death, bodily injury or affected health, and for damage caused by delay in the transport of passengers, the Carrier who concluded the transport agreement and the Carrier on which part of the road death, bodily injury or affected health or delay in transport shallbe jointly responsible.

### **Proportinate responsibility for damage**

#### **Article 92**

(1) The Carrier that compensated the damage to the transport beneficiary in accordance with the provisions of Article 90 and 91 of this Law has the right of recourse towards other Carriers that have joint responsibility.

(2) If the amount of damage that happened on certain parts of the road can be determined, each Carrier is responsible for damage proportionately to its share in the fee for transportation.

## **VI. COMBINED TRANSPORT**

### **Combined transport**

#### **Article 93**

(1) If, based on the agreement, more Carriers participate in the transport from different branches of traffic, the Carrier that has concluded the transport agreement responds for the damage according to regulations on the compensation of damage which are valid for the Carrier on which part of the road the damage occurred.

(2) If the Carrier when performing the transport uses Carriers from other branches of traffic without the knowledge of the consignor, the Carrier that concluded the transport agreement responds for damage according to the provisions of this law, notwithstanding the fact on which part of the road the damage occurred, if it is more favourable for the transport beneficiary.

## **VII. REALIZING RECEIVABLES**

### **Realizing receivables**

#### **Article 94**

(1) The holder of right can realize receivable from the transport agreement by submitting the request to the Carrier in the written form or submitting the complaint to the court – if the Carrier doesn't pay the compensation of damage within 30 days from the day of submitting the request.

(2) The Carrier that does not pay the compensation of damage to the holder of right within 30 days from the day of submitting the request, shall be owing to the holder of right even the penalty interest starting from the day when this term expired.

(3) The receivables of the Carrier towards the transport beneficiary there is the interest of 5% annually from the day of request delivery in the written form to the transport beneficiary or, in case such a request hasn't been made, from the day of initiating the dispute.

## **VIII. OBSOLENCE OF RECEIVABLES**

### **Obsolence of receivables for the transport of freight or baggage**

#### **Article 95**

(1) The receivables from the freight or baggage transport agreement become obsolete for one year.

(2) For the receivable, the obsolence starts:

1) because of damaging the freight or baggage, as well as because of the delay in the transport of freight or baggage- from the day when the Carrier has submitted the freight;

2) due to the complete or partial loss of freight i.e. baggage – from the day when, according to the provisions of this Law, it is considered that the freight, i.e. baggage is lost.

### **Obsolence of receivables for death, bodily injury or affected health of the passenger**

#### **Article 96**

(1) Receivables resulted because of death, bodily injury or affected health caused by accident or incident, become obsolete in a three years time.

(2) The obsolence term starts from the day when the person to whom the damage was made, became familiar or must have been acquainted, but it cannot be more than 5 years from the day when the accident or incident happened.

### **End of obsolence**

#### **Article 97**

(1) The obsolence ends by submitting the request to the Carrier in the written form.

(2) The obsolence starts again when the holder of the right has been delivered, in the written form, the reply to its request and when the documents enclosed to such request have been returned to it.

(3) The obsolence cannot be effective before the expiry of the term of 30 days from the day of receiving the reply to the request of the holder of right.

## **IX. TRANSITIONAL AND FINAL PROVISIONS**

### **Cessation of validity**

#### **Article 98**

With the day of effectiveness of this Law, ceases the implementation of the Law on Transport Agreements in Road Traffic ("Official Gazette of FRY", No. 26/95).

### **Becoming effective**

#### **Article 99**

This Law becomes effective on the eighth day from the day of publishing it in the "Official Gazette of Montenegro".

SU-SK Number 01-1135/10-08

Podgorica, 27th July 2009

**The Parliament of Montenegro of 24th calling**

Chairman,  
**Ranko Krivokapić, m.p.**