

Pursuant to Article 95 item 3 of the Constitution of Montenegro, I hereby issue the

Decree Promulgating the Law on Contractual Relations in Rail Transport

I hereby promulgate the **Law on Contractual Relations in Rail Transport** passed by the 24th Parliament of Montenegro at the eighth sitting of the first ordinary session in 2010 on 19 July 2010.

No 01-1966/2

Podgorica, 19 July 2010

The President of Montenegro
Filip Vujanović

Pursuant to Article 82 paragraph 1 item 2 and Article 91 paragraph 1 of the Constitution of Montenegro, the 24th Parliament of Montenegro at the eighth sitting of the first ordinary session in 2010 on 19 July 2010 passed the following

Law on Contractual Relations in Rail Transport

The Law has been published in the Official Gazette of Montenegro 41/2010 of 23 July 2010

I. BASIC PROVISIONS

Article 1

This Law shall regulate contractual and other obligation relations in the carriage of passengers, goods and luggage and vehicles in domestic and international railway transport.

Article 2

The relations governed by this Law may be otherwise regulated by contract, or general act of the carrier, unless specifically forbidden herewith.

Article 3

The tariff means the general act of the carrier, containing general and special conditions of carriage, as well as data required for calculating transportation costs and charges for additional services.

The tariff shall be published not later than 15 days before the date of its implementation.

The tariff shall be considered published when the carrier makes it available to the transport users.

The carrier shall make the tariff available in every railway station open for the carriage of passengers and goods.

Notwithstanding the paragraph 1 of this Article, the carrier may agree on discounted fares or other types of benefits with certain users of its services.

The increase of fares, charges for additional services and other amendments of tariffs by which less favourable conditions of carriage by rail are established, shall not be applied prior to the expiry of period for which the tariff has been passed.

Article 4

By means of tariff or contract between the carrier and the passenger, or the consignor, the carrier may not in part or in whole be relieved from liability envisaged by this Law, transfer the responsibility of producing evidence from the carrier to another party or envisage more favourable limitations of liability than the limitations envisaged by this Law.

Article 5

Terms and expressions used in this Law shall have the following meaning:

1) **carrier** means a company registered for performing carriage by rail, which carries passengers and/or goods on the basis of contract;

2) **substitute carrier** means a carrier which has not concluded a contract on the carriage of passengers or goods, but to whom the carrier has entrusted, in whole or in part, the performance of the transport by rail;

3) **transport user** means a person who, on the basis of a contract concluded with the carrier, acquires certain rights and undertakes certain obligations;

4) **right holder** means a person who, on the basis of the contract, requires a service from the carrier;

5) **international rail transport** means transport of passengers and goods by rail from foreign countries to Montenegro, and from Montenegro to foreign countries, and the transport of passengers and/or goods in part over the territory of Montenegro;

6) **charterer** means a person who, in its own name and for the account of another person, has concluded a contract on the carriage of passengers and goods with the carrier;

7) **departure station** means the place in which the contracted transport begins;

8) **destination station** means the place where the contracted transport ends;

9) **consignor** means a person who submits goods intended for transport under the contract;

10) **consignment** means one or more goods which are submitted for transport through one travel document (consignment note, or express waybill, luggage receipt);

- 11) **travel document** means a train ticket, consignment note and other instrument which represents the evidence on concluded contract of carriage;
- 12) **fare** means a fee paid to the carrier for performing the agreed service;
- 13) **consignee** means a person authorized to buy out the consignment note and take over the transported goods in the destination station (point of destination);
- 14) **luggage** means articles which the passenger is allowed to carry on the basis of contract for luggage transportation or general conditions of carriage of passengers;
- 15) **passenger** means a person, who is entitled to transport based on the contract;
- 16) **timetable** means the document of the infrastructure manager which establishes the trains' operation plan;
- 17) **hand luggage** means articles which may be carried into the passenger coach and placed in the specific area, which the passenger shall supervise;
- 18) **infrastructure manager** means a company registered for performing the activity of railway infrastructure management;
- 19) **intermodal transport unit** means a container, swap-body, freight trailer, semi-trailer, road vehicle and railway wagon suitable for intermodal transport;
- 20) **disabled person or person with reduced mobility** means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers.

II. PASSENGER TRANSPORT

1. Contract of carriage of passengers

Article 6

By the contract of carriage of passengers, the carrier shall undertake to carry the passenger to the place of destination, and the passenger, i.e. charterer shall undertake to pay the fare.

More detailed conditions, which define the organization of carriage of passengers and consignments shall be prescribed by the government administration body in charge of transport affairs (hereinafter referred to as the Ministry).

Article 7

The Carrier shall carry the passenger to the destination station in the agreed type and class of train, which were stated in the published timetable and under terms and conditions in relation to the comfort and hygiene, which are considered necessary according to the type of train and length of journey.

The Carrier shall provide the passenger a designated seat on the particular train, if it was specifically agreed.

The Carrier shall carry the passenger under defined terms and conditions by particular train which was not agreed by timetable, if it was specifically agreed with the charterer.

Train ticket is evidence on existence and contents of the contract of carriage of passengers, but the existence of the contract of carriage may be proved in other manner.

The train ticket shall be transferrable if it has not been issued in the passenger's name and if the journey has not begun.

The form and contents of travel documents shall be established by tariff.

More detailed terms and conditions of providing services in railway and hospitality facilities shall be prescribed by the Ministry.

Article 8

Infrastructure manager and carrier shall be responsible to put the extract of the timetable on prominent place in every station open for passenger transport.

Article 9

The passenger shall purchase train ticket before the beginning of the journey, and if there is no ticket office in the place of origin, the passenger must purchase the ticket on the train.

The passenger who has not purchased the ticket in the place which has a ticket office and who is not able to produce the valid ticket on train at the request of railway inspection body, shall pay, in addition to the fare, a surcharge as established by tariff.

Article 10

Carrier or charterer, or the person who sells tickets, shall provide information to disabled persons or persons with reduced mobility about the accessibility to the railway carriage, terms and conditions for access and use of rolling stock, as well as other facilities in train.

Carrier and infrastructure manager shall provide the necessary assistance for access and use of train to persons referred to in paragraph 1 of this Article, free of charge.

If the carrier or infrastructure manager is liable for the total or partial loss of the equipment for movement or other special equipment used by disabled persons or persons with reduced mobility, the carrier or the infrastructure manager shall be liable to compensate the incurred damage in total.

Article 11

Contract of carriage may be concluded with a person who suffers from a disease or who is suspected to suffer from a contagious disease, only provided that certain conditions envisaged by special regulations have been fulfilled.

If during carriage the passenger shows any sign of a contagious disease, the carrier shall undertake measures in accordance with special regulations and carry such passenger to the nearest place in which he/she may get the necessary medical care.

Article 12

The carrier shall refuse to carry any person for whom it can be reasonably assumed that would prevent the carrier from fulfilling its obligations to other passengers (persons under the influence of alcohol and other psycho-active substances, persons acting inappropriately or not observing the rules, and persons who might disturb other passengers on the train due to their illness or other reasons, as well).

The Carrier may, without obligation to refund the fare, exclude from carriage the passenger whose misconduct disturbs other passengers or who does not observe the regulations on public order in trains during carriage.

Article 13

The carrier or the person who sells the train tickets on behalf of the carrier shall, upon passenger's request in relation to the carriage for which the carrier concludes the contract of carriage, provide the following information:

- 1) general terms and conditions of carriage envisaged in the Contract of carriage;
- 2) the shortest route according to the valid timetable;
- 3) lowest fare according to the tariff class of the train;
- 4) availability of facilities and means of transport for disabled persons and persons with reduced mobility, as well;
- 5) conditions and manner of carriage of bicycles;
- 6) availability of seats in: compartments for smokers and non-smokers, seats in the first and second class;
- 7) availability of capacity in couchette cars and sleeping cars;
- 8) activities that may cause disturbances or delay in providing services;
- 9) services which may be provided during the journey;
- 10) next stations and transit stations;
- 11) train delays;
- 13) security measures;
- 14) complaint procedure in relation to lost luggage;
- 15) complaint submission procedure.

In providing the requested – available information, the person referred to in paragraph 1 of this Article shall provide such information in accordance with the needs of persons with visual or hearing impairments.

Article 14

The carrier and infrastructure manager shall undertake measures according to the risks of transport aimed at providing personal safety of the passengers.

Parties referred to in paragraph 1 of this Article shall exchange information about the most effective measures for prevention of activities which might endanger the required level of passengers' safety.

Article 15

The carrier, or a person selling train tickets on behalf of the carrier, shall perform ticket sale via not less than one of the following points of sale:

- counter for ticket sale or automated fare collection system;
- telephone, internet or other generally available information device;
- directly on train.

The Carrier may restrict the sale of tickets on train, only for preventing or disabling fraud, in cases of compulsory train reservation or reasonable commercial causes.

On the railway station without counters for ticket sale or automated fare collection system, the parties referred to in paragraph 1 of this Article shall place clear and specific information about:

- the option to buy train tickets by telephone, via internet or on train, as well as the purchase procedure;
- the nearest station or place having ticket sale counters and/or automated fare collection devices.

Article 16

The passenger shall be entitled to withdraw from the contract of carriage before its execution.

If the passenger withdraws from the contract of carriage, the Carrier shall keep 10% of the collected fare.

Paragraphs 1 and 2 of this Article shall not be amended by the Contract of carriage to the detriment of passengers.

Article 17

If the carriage does not begin on time envisaged in the timetable or in the contract of carriage, the passenger, or the charterer, may withdraw from the contract and require the refund of full fare.

Article 18

Under agreed conditions, the passenger shall be entitled to discontinue the journey at stopovers during the validity of his/her ticket.

The passenger who has not used the train ticket because of the discontinued journey shall be entitled to refund the equivalent portion of fare.

In case referred to in paragraph 2 of this Article, the carrier shall retain 10% of the part of fare which the carrier must refund.

Article 19

The delay means a difference between the time of actual or expected arrival of passengers, luggage or vehicles at the destination station and the time envisaged in the published timetable.

The passenger who misses a connection for continuing his/her journey because of train delay or cancellation or is prevented from continuing his/her journey (make a stopover) due to a traffic disturbance shall be entitled to:

- require the carrier to carry him/her to the destination station by the first available train or, if the first available train does not operate towards the same destination, in another manner, without increasing the fare;
- require the carrier to take him/her back to the origin station, by the first available train operating towards the origin station and refund the full amount of charged fare;
- cancel further journey and require the carrier a refund for unused portion of the journey in full amount.

2. Carrier's responsibility

Article 20

The carrier shall be held liable for damage resulting from death of, injury, medical problems or mental anguish caused by accident or incident during the carriage, or while the passenger was on the train or during embarkation or disembarkation, as well as for damage occurring due to delay or discontinued journey.

The carrier shall be held liable for damage caused to passenger by a person who performed carriage operations under the order of carrier.

Article 21

The carrier shall be in whole or in part released from liabilities referred to in paragraph 1 of Article 20 of this Law, in case:

- the accident or incident was caused by circumstances which the carrier, despite its efforts, and considering the particularities of the event, could not avoid or remedy its consequences;
- the accident or incident was caused by the passenger or passenger's behaviour which is not in accordance with the usual passengers' behaviour;
- the accident or incident was caused by the infrastructure manager or third party, and the carrier, despite its efforts, and with regard to the particulars of the event, could not prevent it or remove its consequences.

Provision of paragraph 1 of this Article shall be accordingly applied in case of damage arising from delay or discontinued journey.

Article 22

For damage arising from death, injury, medical problems or mental anguish, the carrier shall be held liable according to the general regulations on damage liability, and up to the amount determined by international regulations governing the carriage of passengers by rail.

In case of death or injury of the passenger, the carrier shall immediately and not later than 15 days from the date of determining the identity of person entitled to damage compensation, within the meaning of the law governing contractual obligations, make advanced payment, in order to meet urgent economic needs in proportion to the suffered damage.

In case of death of passenger, the amount of advanced payment referred to in paragraph 2 of this Article shall not be less than EUR 21 000 per person.

If it can be reliably determined that the death of a passenger occurred on his own fault – intention or gross negligence, the carrier shall not be held liable to make the advanced payment referred to in paragraph 3 of this Article.

The advanced payment referred to in paragraphs 2 and 3 of this Article shall not represent the acceptance of liability by the carrier.

In case of carrier's liability for the death of passenger referred to in paragraph 1 of this Article, the sum paid as advanced payment referred to in paragraph 3 of this Article shall be calculated as part of the amount of compensation for the caused damage at determination, i.e. adjudication of damage compensation.

The request for compensation of damage arising from death, injury, medical problems or mental anguish shall be submitted to the carrier within six months from the date of damage.

Article 23

In case the proceedings establish that the death or injury of passenger occurred by his/her fault – intention or gross negligence, the carrier shall be entitled to recourse of the sum of advanced payment paid out to the person referred to in Article 22 paragraph 2 of this Law, as well as in the event it is reliably established that the person who received the advanced payment is not the person entitled to this compensation within the meaning of this Law and the law regulating contractual obligations.

Article 24

In case the death or injury of the passenger occurred due to the fault – actions or omissions of third parties, the carrier shall provide the assistance to the passenger in proving the suffered damage.

Article 25

In case it is expected that the arrival of train in the destination station will be delayed for more than 60 minutes, according to the contract of carriage, the carrier shall provide as per the option of the passenger:

- refund of the fare for the journey, or part of the journey which was not conducted, or for the part or parts of journey which were already conducted, if the journey no longer serves the purpose of passenger's journey, along with the return ticket to the first point of departure from which the appropriate departure for journey was provided as soon as possible;

- continuance or stopover of the journey, under conditions which are not less favourable than the previously agreed conditions to the destination station on the first possible occasion;

- continuance or stopover of the journey under conditions which are not less favourable than previously agreed conditions to the destination station on another later date which suits the passenger.

The passenger shall not be entitled to refund, if he/she was notified about the delay before purchasing the ticket or if the delay due to continuance by another journey or redirection of carriage is less than 60 minutes.

Article 26

The passenger may require compensation due to delay from the carrier, with reserving the right to carriage, if the delay occurred between the point of arrival and point of destination stated on the train ticket, and for which the compensation of costs was not performed as referred to in Article 25 of this Law.

The minimum amounts of compensations referred to in paragraph 1 of this Article due to delay are as follows:

- 25% of fare for delay between 60 to 120 minutes;
- 50% of fare for delay of 120 minute and above.

The passengers having a pass or season ticket, who were exposed to repeated delays or cancellations during the period of its validity, shall be entitled to appropriate compensation, which shall be established by the carrier's conditions of carriage, in accordance with paragraph 2 of this Article.

Conditions referred to in paragraph 3 of this Article shall particularly set out the criteria for establishing delays and calculation of compensation.

Article 27

The request for compensation of fare due to train delay, i.e. discontinuance of journey, shall be submitted to the carrier not later than 15 days from the completion of journey, i.e. from the date when it was supposed to be completed.

If the request is not submitted within the period defined in paragraph 1 of this Article, the passenger shall lose the right for compensation.

Article 28

For damage caused jointly by several carriers, all participants shall be held liable collectively.

For damage caused by the carrier, or more carriers and infrastructure manager jointly, all participants shall be held liable collectively.

All carriers who participated in the carriage, in case their contribution to the caused damage may not be determined, shall be collectively held liable for the incurred damage.

The carrier, or carriers, or infrastructure manager, shall collectively be held liable for incurred damage in case their contribution to the caused damage may not be determined.

When it is beyond doubt that the damage was caused by two or more carriers, and it cannot be determined which of them caused the damage, all participants shall be held liable collectively.

When there is no doubt that the damage was caused by the carrier, i.e. carriers and the infrastructure manager, and it cannot be determined which of them caused the damage, all participants shall be collectively held liable.

III. CARRIAGE OF LUGGAGE AND VEHICLES

1. Contract of carriage of luggage and vehicles

Article 29

At the request of passengers, the carrier shall accept for carriage the luggage and, under charge, carry it on train by which the passenger travels or, with consent of the passenger, on another train, provided that the submission of luggage is performed not later than 15 minutes before the departure of the respective train.

Various articles, live animals and goods may be accepted for carriage as luggage in the manner and under conditions envisaged by the tariff.

The carriage of live animals shall be performed in the manner and under conditions prescribed by the tariff.

The carriage of luggage by certain trains and certain types of trains, i.e. carriage to and from certain stations may be excluded, i.e. restricted by the tariff.

The carrier shall issue a written confirmation (luggage receipt), which define contractual obligations in relation to the carriage of luggage.

The luggage receipt shall be used as evidence for delivery of luggage, as well as conditions of its carriage.

If the passenger withdraws from journey, the carrier shall retain 10% of the carriage charge regarding the luggage.

Article 30

If the carriage governed by a single contract of carriage is performed by several successive carriers, each carrier, by the very act of taking over the luggage with the luggage receipt or vehicle with the carriage confirmation, shall become a party to the contract of carriage in respect of forwarding of luggage or the carriage of vehicles in accordance with the terms set in the luggage receipt or of the carriage confirmation and shall assume obligations arising therefore.

Where the carrier has entrusted the performance of carriage, in whole or in part, to a substitute carrier, the carrier shall be held liable in respect of the entire carriage.

The carrier and substitute carrier shall be collectively held liable up to the extent in which they are responsible.

Article 31

The luggage shall be issued under the return of luggage receipt and payment of charges accompanying the consignment.

The right holder may, without providing further evidence, consider that the piece of luggage was lost if it was not delivered or made available within 14 days from the submission of delivery request.

If the piece of luggage referred to in paragraph 2 of this Article should be found within one year from the date of submission of delivery request, the carrier shall

notify the right holder about finding the luggage, if his/her address is available or may be found.

The right holder may require the delivery of luggage within 30 days from the day of receiving notification referred to in paragraph 3 of this Article.

In the event referred to in paragraph 4 of this Article, the right holder shall pay the carriage charge for the piece of luggage from the place of dispatch to the place of delivery, and return the received damage compensation after the reduction of costs which might have been included in such compensation.

The right holder referred to in paragraph 5 of this Article shall reserve the right for damage compensation due to delay in delivery referred to in Article 34 of this Law.

If the right holder does not require the delivery of found piece of luggage within the period defined under paragraph 4 of this Article, or if the piece of luggage was found after the expiry of one year after the date of submission of delivery request, the carrier may dispose of the found piece of luggage in accordance with the regulations valid in the place where the luggage is located.

Article 32

The carrier shall be held liable for damage due to total or partial loss or damage of luggage from the moment of acceptance for carriage until the moment of delivery, as well as in case of delay in delivery.

The carrier shall be relieved from liability referred to in paragraph 1 of this Article, if the loss, damage or delay in delivery was caused due to the fault on the part of the passenger, luggage deficiencies or circumstances which the carrier was not able to avoid, or the consequences which he was not able to prevent.

The carrier shall be relieved from liability referred to in paragraph 1 of this Article, if the loss or the damage of luggage occurred due to:

- lack of packaging or insufficient packaging;
- type of luggage;
- submission of articles to carriage, which were excluded from carriage.

Article 33

Damage suffered due to the total or partial loss or damage of luggage, the carrier shall compensate, as follows:

- if the amount of damage was determined, the damage compensation shall be proportionate to such amount, but it shall not exceed EUR 88 per each kilogram of the gross mass which is missing or damaged, or per piece of luggage not exceeding EUR 1 320;

- if the amount of suffered damage was not determined, the lump sum of EUR 22 for each kilogram of gross mass which is missing, or was damaged, or per piece of luggage not exceeding the amount EUR 330.

In addition to damage compensation referred to in paragraph 1 of this Article, the carrier shall return the fare, customs fees and other costs paid in relation to the carriage of lost luggage.

Article 34

For damage due to delay in delivery of luggage, the carrier shall pay, for every 24 started hours, counting from the day of submission of the request for delivery, but not more than 14 days, as follows:

- if the amount of damage was determined, including the damage, compensation in the proportionate amount, but not exceeding EUR 0.88 per each kilogram of gross mass of luggage which was delivered with delay, or per piece of luggage delivered with delay up to EUR 15;

- if the amount of damage was not determined, the lump sum of EUR 0.15 for every kilogram of gross mass of luggage delivered with delay, or per piece of luggage delivered with delay – up to EUR 3.

In case of partial loss of luggage, the damage compensation envisaged in paragraph 1 of this Article shall be paid for the part of luggage which was not lost.

The request for damage compensation referred to in paragraph 1 and 2 of this Article shall be submitted to the carrier within 30 days from the day of becoming aware about the damage.

2. Hand luggage

Article 35

The passenger shall be entitled to carry hand luggage in the compartment for the carriage of passengers which may be stored in the place envisaged for luggage.

The passenger shall be responsible for supervising his/her hand luggage.

No special charges shall be collected for the carriage of hand luggage and no luggage receipt shall be issued.

The passenger shall compensate the carrier for damage suffered due to the characteristic or condition of hand luggage, unless the carrier was familiar with such characteristics or condition of hand luggage.

Article 36

The Carrier shall be held liable for damage due to total or partial loss or damage of hand luggage if the passenger proves that the damage occurred due to the fault of the Carrier.

The Carrier shall be held liable for damage referred to in paragraph 1 of this Article if the loss or damage of the hand luggage occurred due to circumstances which caused death, injury, medical problems or mental anguish of passengers.

The damage compensation, per passenger, due to total or partial loss, or damage of hand luggage may not exceed the amount of EUR 1 540.

The request for damage compensation referred to in paragraph 3 of this Article shall be submitted to the Carrier not later than 30 days from the date of becoming aware of the damage.

The Carrier shall be relieved from liability referred to in paragraphs 1 and 2 of this Article in the events defined in Article 21 of this Law.

3. Carriage of vehicles

Article 37

At the request of passenger, the carrier may accept to carry vehicles with trailer or without trailer under special conditions envisaged by the tariff.

The carrier shall establish conditions for the carriage of vehicles, in particular with regard to the take-over for carriage, forwarding, loading and transport, form and contents of the travel document, conditions for unloading and issuing, as well as the liability of the driver towards its vehicle and its loading and unloading.

Article 38

The carrier shall be held liable for damage due to loss or total or partial damage of the vehicle, as well as for damage arising from the delay during loading or delivery of the vehicle accepted for carriage.

If the right holder proves that the damage was suffered, the carrier shall compensate such damage, as follows:

- for loss or total or partial damage of the vehicle – the amount of EUR 8 800;
- delay during loading operations – the amount which may not exceed the carriage charges for the vehicle.

If it is determined that the loss, total or partial damage occurred due to the fault of the carrier, the carrier shall be held liable for the full amount of the suffered damage.

The Carrier shall not be held liable for damage arising on articles and goods placed in the vehicle accepted for carriage.

The right holder may submit the request for damage compensation referred to in paragraph 1 of this Article to the Carrier within seven days from the date of becoming aware of the damage.

If the damage compensation request is not submitted within the period referred to in paragraph 5 of this Article, the right holder shall lose the right for damage compensation.

IV. TRANSPORT OF GOODS

1. Contract of Carriage of Goods

Article 39

According to the contract of carriage of goods, a carrier shall undertake to carry the goods to the destination station and deliver it to the consignee, and consignor shall be obliged to pay contracted fare to the carrier for performed carriage of goods.

The contract of carriage of goods shall be concluded when the carrier receives goods with the consignment note.

The reception of goods shall be confirmed by posting a date and stamp of the departure station to the consignment note.

Confirmation of the reception of goods in the consignment note shall represent evidence that the contract of carriage has been concluded.

Article 40

Consignment note shall be signed by the consignor and the carrier.

The signature may be replaced by stamp or imprint of a computer.

One consignment note shall be prepared for each consignment. In the absence of the contract between the consignor and the carrier, one consignment note may not relate to more than one wagonload.

The carrier shall be obliged to indicate the date of goods reception and time of admission to the carriage for perishable goods and live animal on the copy (duplicate) of the consignment note that is submitted to the consignor.

The duplicate of consignment note has no validity of a consignment note, which accompanies the consignment.

Article 41

Under the conditions stipulated by this Law, the carrier shall accept the goods for direct carriage from departure to destination station, regardless of the number of carriers that participate in the carriage.

Article 42

The carrier shall not accept to carry any goods whose transport is prohibited by law or other regulation.

The goods which are prescribed to be carried only under defined conditions may be accepted for carriage provided that such conditions are met.

Article 43

The consignor shall be responsible for any damage caused to persons, rolling stock and other articles by effect of characteristics of goods delivered for transport, if the carrier was not familiar, neither had to be familiar with such characteristics.

2. Consignment Note

Article 44

The consignor shall be obliged to deliver to the carrier a consignment note in the form provided by the carrier for each consignment.

A special consignment note (express consignment note) shall be delivered for a consignment transported under special conditions in the train for transport of passengers.

Article 45

The consignment note shall contain the following data:

- 1) place and date of issuance (stamp of the departure station);
- 2) name and address, i.e. title and headquarters of the consignor;
- 3) title and headquarters of the carrier who signed the contract of carriage;
- 4) name and address, i.e. title and headquarters of a person to whom the goods have effectively been handed over, if he is not the carrier referred to in item 3 of this paragraph;
- 5) place and date of taking over the goods;
- 6) the name of destination station, according to the directory of railway stations and place of issuance;
- 7) name and address of consignee;
- 8) indication of type of goods and method of packing, in case of dangerous goods description provided for in the regulation concerning the International Carriage of Dangerous Goods by Rail;
- 9) number of packages and special stamps and numbers necessary for identification of consignments in less than full wagonloads;
- 10) number of wagon in the carriage of wagon consignment;
- 11) number of railway vehicles running on its own wheels, if they are handed over for carriage as goods;
- 12) in case of intermodal transport units, the category, number and other characteristics necessary for identification;
- 13) gross mass of goods or the quantity of goods expressed in other way;
- 14) detailed list of the documents attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;
- 15) costs relating to carriage (fare, incidental costs, customs duties and other costs incurred from the conclusion of the contract until delivery).

Article 46

The consignment note, in accordance with the carriage conditions defined by the contract of carriage, shall include the following data:

- 1) in the case of carriage by successive carriers, the carrier who must deliver the goods when he has consented to this entry in the consignment note;
- 2) costs assumed by the consignor;
- 3) amount to be collected on delivery of goods;
- 4) declaration of the value of goods and the amount representing the special interest in delivery;
- 5) agreed transit period;
- 6) agreed route;
- 7) list of documents, which are in addition to the documents referred to in Article 45, paragraph 1 item 14 of this Law delivered to the carrier;
- 8) entries made by the consignor concerning the number and description of seals he has affixed to the wagon.

The parties to the contract of carriage may enter on the consignment note any other particulars they consider useful.

Article 47

Notwithstanding Article 22 paragraph 2 of this Law, a separate consignment note may be issued for goods, which require several wagons for loading or if it is otherwise agreed, due to their dimensions.

Article 48

The consignor shall be responsible for the accuracy, correctness and completeness of all data and statements entered into the consignment note, as well as for the accuracy of data and statements entered by the carrier at his request.

3. Transferable consignment note

Article 49

Consignor and carrier may agree that carrier issues the consignment note by order or to bearer (transferable consignment note).

The copy of the consignment note, which is delivered to the consignor shall clearly indicate that it is a transferable consignment note, and the copy which accompanies the consignment – that the transferable consignment note was issued.

The transferable consignment note shall be signed by the carrier and consignor or persons authorized by them.

If the copy of the transferable consignment note is made, each copy shall have it clearly indicated and such copies must contain a warning that according to them there cannot be any disposal of the consignment.

Conditions of the contract of carriage and tariff shall oblige the right holder of the transferable consignment note who is not a consignor only if they are included in the consignment note or if there is a reference to those conditions in the consignment note.

Article 50

Transferable consignment note by order shall be transferred by an endorsement and transferable consignment note to a bearer by hand-over.

If the consignee of goods is not specified in the transferable consignment note, such consignment note shall be transferred by the order of the consignor.

4. Carriage Costs

Article 51

Carriage and other costs incurred during the carriage shall be paid according to tariff applicable on the date of signing of the contract of carriage.

Unless otherwise agreed between the consignor and the carrier, all costs (the fare, incidental costs, customs duties and other costs incurred from the time of the conclusion of the contract to the time of delivery) shall be paid by the consignor.

When by virtue of an agreement between the consignor and the carrier, the costs are payable by the consignee and the consignee has not taken possession of the consignment note nor modified the contract of carriage, the consignor shall remain liable to pay the costs.

The contract may provide the right of the consignor to require the issuance of consignment to consignee by payment of particular amount (cash on delivery).

5. Inspection and determination of consignment mass and content

Article 52

The agreed fee shall be paid for determination of mass and number of consignment packages by the transport user.

The carrier shall have the right to examine at any time, with the consent of the right holder, whether the general conditions of carriage have been complied with and whether the consignment corresponds with the entries in the consignment note made by the consignor.

The carrier may open and examine the content of the consignment with the consent of the right holder, except:

- when there is a reasonable suspicion that consignment contains goods whose carriage is prohibited;
- when the consignment is damaged, so as to threaten its content;
- in other cases defined by the law.

The carrier shall be obliged, at the request of the consignor, to examine mass and content of the consignment if it has adequate resources for examination and if the state of affairs and traffic conditions allow it.

The carrier shall have the right, in addition to paid fare, to charge double amount of difference in fares for inaccurate naming of goods that affects the level of fare, as well as for the difference in mass over 2%.

Article 53

The consignor shall be liable for all consequences of inappropriate loading of goods carried out by him and shall be obliged to compensate the damage suffered by the carrier therefore.

The carrier shall be responsible for proving that the loading has been performed incorrectly.

The consignee shall be responsible for all consequences of inappropriate unloading of goods.

If the consignor has loaded the goods, indications in the consignment note referring to the mass and number of packages shall represent a proof for the carrier, only if the carrier determined the mass and number of packages and confirmed such information in the consignment note. Indications in the consignment note may be proved otherwise.

If it is determined that actual shortage in the mass and number of packages does not correspond to the indications referred to in the consignment note, such indications cannot represent a proof against the carrier, especially if the wagon is handed over to the consignee with accurate, original seals.

The consignor shall be liable to the carrier for any loss or damage and costs incurred due to shortage or faults in packaging of goods, except if shortages were obvious or known to the carrier in the moment of taking over the goods, and the carrier did not provide a comment thereby.

Article 54

If due to incorrectly, inaccurately or incompletely entered data or statements in the consignment note, the consignment is carried with goods which are excluded from the carriage or with goods carried under the special conditions, and those conditions are not met or regulations on safety of transport are violated, i.e. if the wagon is overloaded (outweighed), the carriers may unload the whole consignment, that is, outweigh at the first station, where possible, at the expense and risk of the consignor and to inform him thereof.

In the event referred to in paragraph 1 of this Article, the carrier shall be entitled to request a triple amount of the fare for carriage, as well as the compensation of damage caused as a result thereof.

6. Customs and other Formalities

Article 55

The carrier may during the carriage, on behalf of the transport user, enable continuous performance of the customs and other prescribed activities.

Article 56

The consignor shall be obliged, along with the consignment note, to attach documents necessary for performance of activities which, according to the customs and other regulations, must be performed prior to the delivery of the consignment to the consignee.

The carrier shall not be obliged to examine whether submitted documents are correct and sufficient.

The consignor shall be liable to the carrier for damage caused due to shortage, inaccuracy, i.e. incorrect documents, except in case of the carrier's fault.

The carrier shall be responsible for damage caused by loss or incorrect use of documents attached to the consignment note, save in case of fault of the carrier.

Compensation of damage referred to in paragraph 4 of this Article may not be higher than the amount that the carrier was obliged to compensate in case that goods accepted for carriage were lost.

7. Amendments to the Contract of Carriage

Article 57

The carrier shall be entitled to dispose of the goods, with obligation to compensate the costs, to amend the contract of carriage subsequently, by requiring the carrier to:

- 1) return the goods in the departure station;
- 2) discontinue the carriage of goods;
- 3) delay delivery of goods;
- 4) deliver the goods to a different consignee;
- 5) deliver the goods in some other destination station;
- 6) return the goods in the departure station;
- 7) pay amounts of money for which it was indicated in the consignment note that will be paid by the consignee;
- 8) subsequently burden the goods by cash on delivery or to increase or reduce the amount of the cash on delivery or to cancel the cash on delivery.

Provisions of paragraph 1 of this Article shall not apply to the consignments in less than full wagonloads.

The right of the consignor to modify the contract of carriage shall cease in the moment when the consignee takes over the consignment note or goods.

A request for modification of the contract of carriage, as well as the confirmation of receipt of the request shall be submitted in writing.

Article 58

The consignee shall be entitled to amend the contract of carriage from the time of taking over the consignment note if the consignor indicates in the consignment note that consignee has the right to dispose of the consignment or if the consignor submits a copy of the consignment note.

Article 59

The right of the consignee to amend the contract of carriage shall cease at the time of taking over the goods. If the consignee has requested to deliver the goods to other person, that person shall not be authorized to amend the contract of carriage.

Article 60

The carrier may reject a request to amend the contract of carriage, if:

- amendment of the contract is no longer possible at the time of the receipt of request at the station which should execute it;
- disorder in traffic would occur due to amendment of the contract;
- amendment of the contract is in collision with the customs and other regulations;
- in case of change of destination station, the value of goods would not cover costs of carriage to the new destination station, unless such costs are immediately paid or guarantee is assumed.

Article 61

If the carrier does not act according to the request of the contract, except in case of reasons referred to in Article 60 of this Law, he shall be held liable for damage caused thereof.

Compensation of damage referred to in paragraph 1 of this Article cannot be higher than the amount the carrier was obliged to compensate if the goods handed over to the carriage were lost.

8. Performance of carriage

Article 62

The consignor shall be obliged to pack the goods so to prevent them from total or partial loss or damage during the carriage, as well as to prevent damage to persons, rolling stock and other articles.

The consignor shall be responsible for damage caused to the carrier or other persons if goods were not packed or marked properly.

Article 63

The consignor shall be obliged to load the goods in the agreed period (loading period).

If the consignor exceeds the loading period, the carrier shall be entitled to special fee.

If the loading period is exceeded for more than 24 hours, the carrier may, at the expense and risk of the consignor, unload the goods and deliver it to a temporary storage or hand it over to a shipper or to a public warehouse for storage.

Article 64

The carrier shall be obliged to carry the goods in the agreed period (delivery period).

Delivery period shall start from the moment of taking over the goods and continue until the period of stopping caused without fault of the carrier.

The consignor and the carrier shall agree on delivery period.

If the delivery period is not agreed, it cannot be longer than:

- 1) for wagon-load consignments

- departure period 12 hours
- carriage period, for each 400 km 24 hours

2) for less than wagon-load consignment

- departure period 24 hours
- carriage period, for each 200 km 24 hours.

The distance is calculated according to the agreed route or according to the shortest route if the carriage cannot be performed according to the agreed route.

The delivery period does not include Sunday and holidays in accordance with law, or during the stopping of the consignment due to:

- 1) control of mass and contents of the consignment, in case that incorrect indications were found in the consignment note by such control;
- 2) formalities performed by the customs and other competent authorities;
- 3) amendments of the contract of carriage performed at the request of the consignor;
- 4) activities related to the consignment (feeding and providing water to animals, adding ice and similar);
- 5) other reasons which prevent starting or continuance of the carriage, without carrier's fault.

The carrier may refer to the extension of delivery period due to reason referred to in paragraph 6 of this Article only if the reason and duration of consignment stopping have been entered in the consignment note.

Delivery period is considered fulfilled if prior to its expiry the consignee is informed about the arrival of consignment and if the goods were prepared for delivery, and in case of the consignment whose arrival is not reported, if goods were prepared for delivery prior the expiry of the delivery period.

Article 65

The carrier shall be obliged to immediately notify the consignee, as soon as the consignment is ready for delivery, provided he shall be entitled to a compensation of reporting costs, unless otherwise specified in the contract.

In reporting, the carrier shall be obliged to specify the period in which the consignee must take over the consignment.

It is assumed that reporting is completed, unless otherwise agreed:

- by registered mail, 24 hours upon delivery of letter to the mail;
- by telegram, 12 hours upon telegram delivery;
- by phone, telex or fax machine, upon finished conversation, i.e. delivery of telex or fax machine;
- directly, by delivery of the report.

Article 66

If obstacles occur during the carriage of goods, which can be eliminated by carriage on sidetrack, the goods will be carried to destination station by that track, without payment of higher fare.

If obstacle in carriage did not occur by fault of the carrier, delivery period would be calculated according to covered distance.

If due to occurred obstacles or other reasons further carriage is no possible, the consignee may terminate the contract of carriage, but shall be obliged to pay to the carrier fare for performed carriage, as well as costs related to carriage defined by the tariff, if obstacles, that is, other reasons did not occur by fault of the carrier.

The consignor may provide instructions in the consignment note in case obstacle occurs during the carriage.

Article 67

It shall be considered that there is an obstacle in delivery of consignment, if:

- the consignee cannot be found;
- the consignee refuses to accept the consignment;
- the consignment note was not bought-out within the set period;
- consignment delivery is prohibited by the competent authority.

Article 68

The carrier shall be obliged to inform the consignor on obstacle in delivery and to request directions, except if the consignor, by indications in the consignment note, ordered to return the goods if there is an obstacle in delivery.

When obstacle in delivery of the consignment stops before arrival of instructions from consignor to the carrier, the goods shall be delivered to the consignee, and the consignor shall be informed immediately thereof.

If the instruction of the consignor did not arrive in appropriate deadline or it cannot be executed or if it is not possible to inform the consignor, the carrier shall be entitled to deliver the goods to temporary storage, at expense and risk of the consignor.

In case of the paragraph 3 of this Article, the carrier shall be entitled to deliver the goods to forwarding agent of public warehouse, and shall be liable for their selection.

The carrier shall be obliged, without delay, to inform the consignor on activities referred to in paragraphs 3 and 4 of this Article.

Article 69

If the consignor, in case of obstacles in carriage or delivery, in reasonable period did not provide instructions and if obstacles in carriage and delivery cannot be eliminated, the carrier may return the consignment to the consignor at his own expense, or, if it is justified due to perishable goods, general condition of goods or if storage costs are disproportionate to the value of goods the carrier may destroy the goods.

Article 70

At the destination station indicated by the consignor, the carrier shall be obliged to issue to consignee the consignment note and the goods submitted for carriage, after the consignee confirms the receipt of goods and pays the amounts indicated in the consignment note.

The delivery of goods to the consignee has the same effect as the following: delivery of goods to the public warehouse, shipper and customs or other competent authorities, delivery of goods for temporary storage in cases defined by this Law, as well as delivery of goods to the other carrier by order of the right holder to dispose of the consignment.

The consignment note and goods submitted for carriage shall be delivered to the bearer of the report about the arrival of goods where the consignee confirmed the receipt.

Article 71

The carrier shall not be held liable for the loss or damage caused by the loss of equipment which is not entered on both sides of the wagon or is not indicated in the inventory of the wagon.

9. Removal and Sale of goods

Article 72

The consignee shall be obliged to take away the goods in the agreed period (take-away period) during the working hours of the destination station.

In case of exceeding the take-over period, the carrier shall be entitled to a special fee defined by the tariff.

If the take-over period exceeds more than 24 hours, the carrier may, at the expense and risk of the consignee, unload and deliver goods to a temporary storage or shipper, public warehouse or to other carrier for delivery to the consignee, with the responsibility for their selection.

Article 73

The carrier shall, with due care:

1) immediately sell goods which cannot be delivered, and according to the assessment of departure station may be subject to deterioration, live animals or articles which according to the local conditions may not be placed at temporary accommodation, or delivered to the shipper or public warehouse;

2) sell the article, which may not be delivered and which the consignee does not accept back, within 30 days from the expiry of the set deadline;

3) prior the expiry of deadline referred to in item 2 of this paragraph, sell the article whose value would be reduced due to longer demurrage or the demurrage costs would not be in proportion to the value of such article;

4) immediately notify the consignor about the intended sale, if it is possible under the circumstances;

5) prepare the report on sale and deliver a copy to the consignor;

6) make available to consignor the amount obtained by sale, after reducing it for the outstanding costs arising in relation to the sale.

If the amount obtained by sale is not sufficient to cover the costs and expenses, the consignor shall pay for the balance.

If the consignee has bought out the consignment note, and has not taken over the goods within the deadline, the carrier shall notify him/her once again to take over the goods and inform him/her that the goods are stored at his/her expense and risk.

If, after the repeated notification, the consignee does not take over the goods within three business days, the carrier may hand over the goods to temporary storage, or sell them.

10. Carrier's responsibility

Article 74

The carrier shall be held liable for the damage arising due to total or partial loss or damage of goods, as well as for the damage arising from the delay in delivery, unless it can be proved that the damage occurred due to the acts or omissions of the transport user, characteristics of goods or other causes which could not have been foreseen, prevented or remedied.

Article 75

Article 28 of this Law shall be applied in relation to the liability for the compensation of damage in carriage of goods.

Article 76

The carrier shall be relieved from liability if the total or partial loss or damage of goods occurred due to:

1) carriage performed in wagons on the basis of regulation or contract made with the consignor and stated in the consignment note;

2) non-packaging or insufficient packaging of goods, which is due to such deficiencies by its nature exposed to loss or damage;

3) loading goods, inappropriate loading and unloading, when the loading or unloading is performed by consignor, or consignee based on regulations or contract concluded with the consignor or consignee, as stated in the consignment note;

4) characteristics of goods due to which the goods are subject to total or partial loss or damage (fracture, corrosion, decay, impact of frost and heat, leakage, drying, dissipation, etc.);

5) submission to carriage with invalid, incorrect or incomplete markings of goods which were excluded from carriage or were accepted for carriage under special conditions or if the consignor does not take precautions prescribed for the specific goods accepted for carriage under special conditions;

- 6) particular hazards to which live animals are exposed during the carriage;
- 7) carriage of live animals or specific goods which, based on tariff or contract with the consignor stated in the consignment note, has to be performed under escort, if the total or partial loss or damage occurred due to the omission of the escort personnel to remove the hazard in relation to the carriage.

The Ministry shall prescribe the manner of handling in relation to the carriage of consigned goods.

Article 77

The right holder may, without providing further evidence, consider that the goods are lost if not delivered to the consignee or prepared for delivery within 30 days from the expiry of delivery deadline.

When receiving compensation for the lost goods, the right holder may require to be immediately notified in case the goods were found within the period of one year after the payment of damage compensation.

The carrier shall issue a written confirmation about the receipt of request referred to in paragraph 2 of this Article.

Article 78

If the carrier must compensate the right holder for total or partial loss or damage, the value of goods shall be calculated in accordance with the market price, and if the price of goods was agreed – then in accordance to the agreed price.

The price shall be determined according to the place and time of acceptance of goods to be carried.

The amount of damage compensation, the carrier shall pay for total or partial loss or damage of goods shall not exceed EUR 18.7 per kilogram of gross mass which is missing due to the loss or damage of goods.

The damage compensation may not exceed:

- the amount which would be paid in case of the total loss, if the entire consignment lost its value by damage;
- the amount which would be paid in case of loss of the damaged part, if only one part of consignment lost its value in damage.

In case of damage of goods, the carrier shall pay the right holder only the amount for which the value of goods was reduced.

In addition to the damage compensation for goods, the carrier shall also pay the fare, customs fees and other costs in relation to the carriage of the lost goods.

Article 79

Damage compensation for defects of rail vehicle running on its own wheels and submitted for carriage as goods, intermodal transport units or their components shall be determined up to the amount and in proportion to the costs of their repair.

Damage compensation referred to in paragraph 1 of this Article may not exceed the sum which would be paid in the event of loss of goods referred to in paragraph 1 of this Article.

In addition to the costs referred to in paragraph 1 of this Article, the carrier shall also compensate, proportionally, the costs referred to in Article 78 paragraph 6 of this Law.

Article 80

With regard to the goods which, due to their nature, regularly suffer the loss of mass during carriage, the carrier shall be only held liable for the part of loss which, regardless of the distance, exceeds the following limits of loss:

- 2% of mass for liquids or goods delivered for transport in wet condition;
- 1% of mass for dry goods.

The carrier may not make reference to the limitation of liability referred to in paragraph 1 of this Article if he/she proves that the loss did not occur due to reasons justifying the allowed mass loss.

In case when several pieces of consignment have one consignment note, the loss of mass shall be calculated for each piece of consignment, if its mass during submission for carriage was specifically stated in the consignment note, or if it can be determined otherwise.

In the event of total loss of goods, when determining the amount of damage loss there will be no deductions in relation to the loss of mass during carriage.

Article 81

If the right holder can prove that due to delay in delivery he/she suffered damage, including defects, the carrier shall pay damage compensation which may not exceed the four-time amount of the fare.

In case of total loss of goods, the damage compensation referred to in paragraph 1 of this Article may not be required together with the damage compensation referred to in Article 78 of this Law.

In case of partial loss of goods, damage compensation referred to in paragraph 1 of this Article shall not exceed the four-time amount of fare for the part of goods which was not lost.

Total compensation of damage referred to in paragraph 1 of this Article together with the compensation of damage referred to in Articles 78 and 79 of this Law shall not exceed the damage compensation which should be paid in case of total loss of goods.

Article 82

Consignor and carrier may agree that the consignor state in the consignment note, or declare the value of goods which exceeds the amount referred to in paragraph 3 of Article 78 of this Law.

Article 83

When delivering goods for carriage, if the consignor stated in the consignment note the amount for special security of proper delivery, in addition to damage

compensation referred to in Articles 78, 80 and 81 of this Law, the consignor may also claim compensation for other proved damage to the amount of the stated security.

Article 84

The carrier shall be relieved from liability on the basis of this Law when the damage was caused by nuclear accident and when, according to the laws and regulations governing the liability in the field of nuclear power, the user of nuclear plant or another responsible entity is held liable for such damage.

Article 85

Carrier or infrastructure manager shall be held liable for damage caused to third parties by their employees or persons engaged in performing carriage, conducting operations or in relation to the operations.

A third party may also claim damage compensation from the person who caused the damage, if such damage was caused intentionally or by gross negligence.

Article 86

Request for damage compensation in case of total or partial loss or damage of goods shall be submitted to the carrier not later than 30 days from the date of becoming aware of the damage.

Request for damage compensation in case of delay in delivery shall be submitted to the carrier not later than 30 days from the date of delivery of goods.

Article 87

If the carriage, which is the subject of the contract of carriage, is performed by several successive carriers, each successive carrier, by taking-over the goods together with the consignment note, shall become the party to the contract of carriage and undertake obligations arising from the contract and consignment note.

In the event referred to in paragraph 1 of this Article, each carrier shall be held liable for performing carriage for the entire journey.

Article 88

When the carrier has entrusted the performance of carriage, in whole or in part, to the substitute carrier, the carrier shall remain liable in respect of the entire carriage.

Provisions of this Law relating to the carrier's responsibility shall be accordingly applied to the responsibility of the substitute carrier for the carriage it performs.

Any contract, by which the carrier assumes special obligations or waives its rights under this Law, shall be mandatory for the substitute carrier only if the substitute carrier explicitly and in writing accepted it.

Notwithstanding whether the substitute carrier has accepted the special obligations or not, the carrier shall remain bound by such obligations or waiver of rights arising from such contract.

When the carrier and substitute carrier are held liable and to the extent of their liability, their liability shall be collective.

11. Exercise of rights

Article 89

If the carrier discovers or suspects that there is a partial loss or damage to the goods or if the right holder states the same, the carrier shall immediately and, if possible in the presence of the right holder, make a report which shall define, by the type of damage, the condition of the goods, their mass and possibly the amount of damage, its cause and the time when it occurred.

If the inspection performed at the request of the right holder does not identify any damage or identifies only the damage already admitted by the carrier, the right holder shall be obliged to reimburse the costs incurred to the carrier.

Article 90

Complaints related to the contract of carriage shall be submitted in writing to the carrier against whom the claim may be initiated.

The complaint may be submitted by a person who is entitled to file a claim against the carrier.

V. COMBINED TRANSPORT

Article 91

If, according to the contract of carriage, more carriers from different modes of transport participate in the carriage (combined transport), the carrier who signed the contract shall be responsible for damage according to the regulations on damage compensation applicable for carriers on whose part of the track the damage occurred.

If the carrier who signed the contract of carriage, in performance of carriage, uses the services of carriers from other modes of transport without knowledge of the consignor, such carrier shall be responsible for damage according to this Law, regardless of the fact on whose part of the track the damage occurred, if it is more favourable for the transport user.

VI. EXERCISE OF CLAIMS

Article 92

The right holder may exercise his/her right to claim arising from the contract of carriage by submitting a request to the carrier in writing or by filing a complaint to the court unless the carrier pays requested compensation of damage within 30 days from the date of the request.

The carrier, who fails to pay damage compensation within 30 days from the date of request, shall also pay to the right holder a default interest accrued from the date of the deadline expiry.

The claims-related interest shall accrue from the day of submitting the request to the transport user.

The procedure and method of distribution of damage compensation paid out according to the contract of carriage in railway transport shall be defined by the Ministry.

Article 93

In accordance with this Law, the following parties shall be entitled to submit a request for damage compensation, i.e. a claim:

- passenger – in the carriage of passengers, luggage and vehicles;
- consignor – while he has the right to dispose of goods and provided it is a claim based on cash delivery;
- consignee – from the moment of receipt of the consignment note.

The request for damage compensation, that is, the claim may be submitted by third party if the claim of the party referred to in paragraph 1 of this Article from the carrier has been transferred to him.

Article 94

Right toward the carrier, arising from the contract of carriage of goods and luggage, shall cease when right holder receives the consignment.

Notwithstanding paragraph 1 of this Article, the right to raise claims shall not cease:

- 1) if the right holder proves that damage was caused intentionally or by gross negligence of the carrier;
- 2) in case of the partial loss or damage:
 - if the partial loss or damage is determined by application of Article 89 of this Law before the right holder has received the consignment;
 - if the accuracy of indications referred to in Article 98 of this Law was not determined by the fault of the carrier;
- 3) if the right holder, in receiving the consignment, did not detect the damage or partial loss, provided that he submitted the request for determination of damage, or partial loss in accordance with this Law as soon as he discovered the damage, but not later than three days for luggage, or seven days for goods from the date of delivery and if it is proved that the damage occurred in the period between the reception for carriage and delivery of consignment;

4) if the claim refers to the refund of paid amounts or cash on delivery.

VII. STATUTE OF LIMITATIONS OF CLAIMS

Article 95

Claims arising from the contract of carriage shall become superannuated, as follows:

- 1) claims due to more or less paid fare, fee for additional services, surcharge and other costs – after one year;
- 2) claims for damage compensation in case of passenger death – after three years;
- 3) claims for damage compensation in case of injury, medical problems and mental anguish of passengers – after three years;
- 4) other claims – after one year, unless otherwise defined by this Law.

Article 96

The statute of limitations of claims shall become effective:

- 1) for claims related to the carriage of passenger – after the expiry of the ticket;
- 2) for claims related to the death of passenger – from the date of identification of the right holder for compensation;
- 3) for claims related to injury, medical problems, or mental anguish of passengers – after the end of treatment;
- 4) for claims related to partial loss or damage of goods, as well as due to delay in delivery – from the day of delivery of goods, or luggage;
- 5) for claims related to total loss of goods – after 30 days from the date of expiry of delivery period;
- 6) for claims related to total loss of luggage – after 14 days from the date of expiry of delivery period;
- 7) for claims due to more or less paid amounts – from the date of payment, and if there was no payment - from the date of consignment delivery;
- 8) for claims due to more or less paid amounts, if the consignor has provided the amount for carriage costs which cannot be precisely calculated when submitting the goods for carriage, but shall be subsequently calculated - from the date of such calculation;
- 9) for claims related to amounts paid by the consignee instead of the consignor and which must be returned to the right holder by the carrier – from the date of submitting the complaint;
- 10) for claims related to cash on delivery – after 14 days from the date of expiry of the delivery period;
- 11) for claims related to surplus which, in case the carrier sold the goods, remains after the claim settlement – from the date of sale;
- 12) for claims arising because the carrier made the payment to the customs authority on behalf of the transport user – from the date of payment;
- 13) in other cases – from the date of the claims.

Article 97

Superannuated claims shall be terminated on the day of submitting the request in writing to the carrier.

Superannuated claims shall become effective again from the date when the right holder receives answer to his/her request in writing and when the documents attached to such request are returned to him/her.

Superannuated claims cannot become effective again before the expiry of the deadline of 30 days from the date of the receipt of reply to the request of the right holder.

VIII. TRANSITIONAL AND FINAL PROVISIONS

Article 98

Provisions of the law applicable at the time when the contract was signed shall apply to relations arising from the contract of carriage of passenger and goods in the railway transport signed until the day of entry into force of this Law.

Article 99

The carrier shall be obliged to harmonize the tariff with this Law within 90 days from the day of entry into force of this Law.

Article 100

Provisions of the law defining contractual relations shall apply to all relations in the contract of carriage of passengers and goods, which are not defined by this Law.

Article 101

Legislation based on authorisations conferred hereby shall be adopted within two years from the day of entry into force of this Law.

The Ministry shall enact regulations referred to in paragraph 1 of this Article.

Article 102

The legislation adopted on the basis of the Law on Contracts of Carriage in Rail Transport (Official Gazette of the Federal Republic of Yugoslavia 26/95) shall apply until the legislation referred to in Article 101 hereof is adopted unless it is contrary to this Law.

Article 103

The Law on Contracts of Carriage in Rail Transport (Official Gazette of the Federal Republic of Yugoslavia 26/95) shall be repealed on the day of entry into force of this Law.

Article 104

This Law shall enter into force on the eight day following that of its publication in the Official Gazette of Montenegro, and Article 26 hereof shall apply in the international railway transport after the expiry of six months from the day of entry into force of this Law.

SU-SK No 01-312/17
Podgorica, 9 July 2010

24th Parliament of Montenegro

President
Ranko Krivokapić