

# ROAD, RAIL OR INLAND WATERWAY TRANSPORT DOCUMENTS

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## Road Waybill (CMR)

**CMR** stands for the **Convention on the Contract for the International Carriage of Goods by Road** (*C: Convention, M: Merchandise, R: Road*). It is an international agreement governing contracts for the road transport of goods between countries.

## Key Requirements and Considerations:

### 1. Name and Signature of the Carrier

- The document must indicate the name of the carrier.
- It may be signed by the carrier or a named agent acting *for or on behalf of the carrier*.
- The capacities of all signatories must be clearly indicated (e.g., "Carrier" or "Agent for the Carrier").
- Alternatively, it may also be signed along with a receipt of the goods, provided the capacities of the signatory parties are explicitly stated.

### 2. Definition of Carrier

- The term *carrier* includes variations such as "issuing carrier," "actual carrier," "succeeding carrier," and "contracting carrier."

### 3. Dispatch and Delivery

- The document must indicate the dispatch of goods from the location specified in the credit to the place of delivery.
- The date of issuance of the transport document is treated as the date of shipment, unless a separate date of dispatch is specified.

### 4. Originality and Presentation

- A CMR must be original for the shipper or consignor (copy for sender). However, as per industry practice, the absence of an explicit indication for whom the document is prepared does not render it unacceptable.
- If the number of originals issued is not indicated, the number of documents presented is deemed to constitute a full set.

### 5. Transshipment

- Transshipment is acceptable—even if the credit prohibits it—provided the entire carriage is covered by one and the same transport document.

## 6. Consignee and Notify Details

- The consignee and notify party details must comply with the instructions in the credit.
- If the consignee is required to be shown as "to order of [named party]" under the credit, the document may show the name of the party without the phrase "to order."
- When the credit requires the document to be made out "to order," it is to be issued in the name of the issuing bank or the applicant.

## 7. Freight Payment Terms

- **Freight Prepaid:** This may be indicated as *FRANCO*. The term *Franco* originates from French and Italian and means "free of charge." It implies that the goods will be delivered to the consignee with the freight charges already paid by the shipper

**Freight Collect:** This may be indicated as *NON-FRANCO*. In this case, the consignee is responsible for paying the transportation charges upon delivery.

# Rail Waybill

## Key Requirements and Considerations

### 1. Name and Signature of the Carrier

- The document must indicate the name of the carrier.
- It may be signed by the carrier or a named agent acting *for or on behalf of the carrier*, with the capacities of all signatories clearly stated (e.g., "Carrier" or "Agent for the Carrier").
- Alternatively, it may be signed along with a receipt of goods, provided the signatory and their capacities are clearly identified.
- If the carrier is not identified, the signature or stamp of the railway company is acceptable.

### 2. Definition of Carrier

- The term *carrier* includes variations such as "issuing carrier," "actual carrier," "succeeding carrier," and "contracting carrier."

### 3. Receipt and Delivery

- The document must indicate the receipt of goods from the location specified in the credit to the place of delivery.

- The date of issuance of the transport document is treated as the **date of shipment**, unless a separate date of receipt is explicitly stated.

#### 4. Originality and Presentation

- A document marked as "Duplicate" (often a carbon copy) is acceptable as an **original** under industry practice.
- If the number of originals issued is not indicated, the number of documents presented is deemed to constitute a full set.

#### 5. Transshipment

- Transshipment is acceptable—even if prohibited by the credit—provided the entire carriage is covered by one and the same transport document.

#### 6. Consignee and Notify Details

- The consignee and notify party details must comply with the instructions specified in the credit.
- If the consignee is required to be shown as "to order of [named party]" under the credit, the document may show the name of the party without the phrase "to order."
- When the credit requires the document to be made out "to order," it is to be issued in the name of the issuing bank or the applicant.

#### 7. Freight Payment Terms

- **Freight Prepaid:** May be indicated as *FRANCO*.
- **Freight Collect:** May be indicated as *NON-FRANCO*.

## Inland Water Waybill

### Key Requirements and Considerations

#### 1. Name and Signature of the Carrier

- The document must indicate the name of the carrier.
- It may be signed by the carrier or a named agent acting *for or on behalf of the carrier*, with the capacities of all signatories clearly identified (e.g., "Carrier" or "Agent for the Carrier").
- Alternatively, it may be signed along with a receipt of goods, provided the signatory and their capacities are clearly indicated.

#### 2. Definition of Carrier

- The term *carrier* includes variations such as "issuing carrier," "actual carrier," "succeeding carrier," and "contracting carrier."

#### 3. Shipment and Delivery

- The document must indicate the shipment of goods from an inland port (as specified in the credit) to the port of discharge.
- The date of issuance of the transport document is treated as the date of shipment, unless a separate date of shipment is explicitly stated.

#### 4. Originality and Presentation

- The document does not need to be marked as original.
- If the number of originals issued is not indicated, the number of documents presented is deemed to constitute a full set.

#### 5. Transshipment

- Transshipment is acceptable—even if prohibited by the credit—provided the entire carriage is covered by one and the same transport document.

#### 6. Consignee and Notify Details

- The consignee and notify party details must comply with the instructions specified in the credit.
- If the consignee is required to be shown as "to order of [named party]" under the credit, the document may show the name of the party without the phrase "to order."
- When the credit requires the document to be made out "to order," it is to be issued in the name of the issuing bank or the applicant.
- **If the document is issued in Bill of Lading format, the consignee must be shown as per the requirements of the credit**

#### 7. Freight Payment Terms

- **Freight Prepaid:** May be indicated as *FRANCO*.
- **Freight Collect:** May be indicated as *NON-FRANCO*.