

Informal meeting on Code of Practice for Packing of Cargo Transport Units

at the request of the United Nations Economic Commission for Europe Working Party on Intermodal Transport and Logistics

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Proposal to structure the discussion on definitions

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The following list shows the different use of the terms consignor, shipper, and sender in different international legal instruments.

Consignor (ADR)

"Consignor" means the enterprise which consigns dangerous goods either on its own behalf or for a third party. If the transport operation is carried out under a contract for carriage, consignor means the consignor according to the contract for carriage;

When the consignor acts on behalf of a third party, the latter shall inform the consignor in writing that dangerous goods are involved and make available to him all the information and documents he needs to perform his obligations.

Consignor (IMDG)

Consignor means any person, organization or Government which prepares a consignment for transport.

Consignor (CTU Code)

The party who prepares a consignment for transport. If the consignor contracts the transport operation with the carrier, the consignor will undertake the function of the shipper and may also be known as:

- The shipper (maritime);
- The sender (road transport)

Shipper (ADR)

Not defined

Shipper (IMDG)

Shipper, for the purpose of this Code, has the same meaning as consignor

Shipper (CTU Code)

The party named on the bill of lading or waybill as shipper and/or who concludes a contract of carriage (or in whose name or on whose behalf a contract of carriage has been concluded) with a carrier. Also known as the sender.

Sender (CONVENTION ON THE CONTRACT ... CARRIAGE OF GOODS BY ROAD - (CMR)

No definition provided

However following provisions are in place:

The contract of carriage shall be confirmed by the making out of a **consignment note**. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject to the provisions of this Convention.

The consignment note shall be made out in three original copies signed by the **sender** and by the carrier. These signatures may be printed or replaced by the stamps of the **sender** and the carrier if the law of the country in which the consignment note has been made out so permits. The first copy shall be handed to the **sender**, the second shall accompany the goods and the third shall be retained by the carrier.

Shipper (Budapest convention – CMNI) – inland waterways

Shipper means any person by whom or in whose name or on whose behalf a contract of carriage has been concluded with a carrier;

Shipper (Hague Visby Rules) – sea transport

No definition provided

However following provisions are in place:

After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the **shipper**, issue to the shipper a bill of lading showing among other things

- (a) the leading marks necessary for identification of the goods as the same are furnished in writing by the **shipper** before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;
- (b) either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the **shipper**;

The **shipper** shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the **shipper** shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

After the goods are loaded the bill of lading to be issued by the carrier, master or agent of the carrier, to the **shipper** shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

Freight forwarder (CTU Code)

The party who organizes shipments for individuals or other companies and may also act as a carrier. When the freight forwarder is not acting as a carrier, it acts only as an agent, in other words as a third-party logistics provider who dispatches shipments via carriers and that books or otherwise arranges space for these shipments

Packer (CTU Code)

The party that loads, places or fills the cargo within or on the CTU; the packer may be contracted either by the consignor, by the shipper, by the freight forwarder or by the carrier; if the consignor or the shipper packs a CTU within his own premises, the consignor or the shipper is also the packer

Discussion

Under the international legislation for the contracts of carriage of goods the sender (road) or the shipper (water) is the party who contracts the carrier with the transport, in his own name or for or on behalf of a third party. This does not imply that the sender/shipper is the producer or supplier of the goods nor does it imply that the sender/shipper is the packer of the CTU. Therefore, it is not appropriate to assign obligations to the sender/shipper which he cannot fulfil, when he did not produce the goods (and is not responsible for the correct classification) or when he did not pack the goods into the CTU.

To avoid any confusions or ambiguity, the following definitions appear more appropriate:

Originator of the transport	The enterprise which produces or markets goods and initiates the transport at the commencement of the transport chain
Packer	The enterprise which loads, places or fills the cargo into or on the CTU; the packer is contracted by the originator of the transport, by the contractor of the carrier or by the carrier; if the originator of the transport packs a CTU within his own premises, he is also the packer.
Contractor of the carrier	The enterprise which concludes a transport contract with a carrier in his own name or on behalf of a third party
Carrier	The enterprise which transports goods under a transport contract.

The definitions for consignor, sender, shipper and freight forwarder should be deleted.

The obligations in 4.2.2, 4.2.3 and 4.2.4 should be worded as follows:

4.2.2 The originator of the transport is responsible for:

- Correctly describing the goods including the mass of the total payload;
- Notifying the packer/contractor of the carrier of any unusual transport parameters of individual packages, for example, the offset of the centre of gravity or transport temperatures which should not be exceeded or undercut;
- Ensuring that packages and unit loads are suitable to withstand the stresses which are to be expected under normal transport conditions;
- Providing all the information that is required for proper packing;
- Ensuring that goods in packages and unit loads are adequately secured to prevent damage during transport;

- Ensuring that goods are ventilated so that any noxious or harmful gases are permitted to vent off before packing;
- Ensuring that dangerous goods are correctly classified, packed and labelled;
- Ensuring that control and emergency temperatures are entered into the transport document, in case of goods under temperature control;
- Ensuring the dangerous goods transport document is completed, signed and transmitted to the packer and contractor of the carrier as applicable.

4.2.3 The packer is responsible for:

- A suitable CTU is used for the intended cargo for the intended transport;
- A CTU is requested which is safe for transport and is clean, free of cargo residues, noxious materials, plants, plant products and visible pests before being supplied to the consignor or packer;
- All required documents are received from the consignor and from the packer
- The cargo inside the CTU is fully and accurately described;
- The gross mass of the CTU is accurately determined;
- Ensuring that the CTU is checked before packing and that the condition of the CTU is suitable for the cargo to be transported;
- Ensuring that the floor of the CTU is not overstressed during packing operations;
- Ensuring that the cargo is correctly distributed in the CTU and properly supported where necessary;
- Ensuring that the CTU is not overloaded;
- Ensuring that the cargo is sufficiently secured in the CTU;
- Ensuring that measures are put in place to prevent the movement of plants, plant products and visible pests, such as closing doors and tarpaulins once packing has started but not taking place and lights that minimize the attraction of insects;
- Properly closing the CTU and sealing it, when required, and reporting seal details to the shipper. CTUs used for international transport should be sealed;
- Fitting marks and placards to the CTU as required by dangerous goods regulations;
- Fitting the fumigation mark if any fumigant has been used as part of the packing process;
- Accurately determining the gross mass of the CTU and transmitting it to the contractor of the carrier:
- Ensuring that no incompatible dangerous goods are packed. Account should be taken of all dangerous goods legislations during the complete transport chain;
- Ensuring that a seal, where required, is affixed immediately upon completion of the packing of the CTU;
- Providing the container/vehicle packing certificate (new document or signed statement in the dangerous goods transport documentation as appropriate) and forwarding any documentation to the contractor of the carrier

- setting the control temperature at a reefer control unit, as required in the transport document for goods under temperature control;
- Informing the contractor of the carrier when a container has a reduced stacking capacity (less than 192,000 kg marked on the CSC safety approval plate)

4.2.4 The Contractor of the carrier is responsible for ensuring that:

- Suitable modes of transport are selected to minimize the risk of accidents and damages for the actual cargo;
- All required documents are received from the originator of the transport and from the packer
- The accurate description of the cargo is communicated to the carrier as early as required by the carrier;
- The verified gross mass is communicated to the carrier as early as required by the carrier;
- In case of dangerous goods, the transport document and (for sea transport) the packing certificate is transmitted to the carrier before the transport commences respectively as early as required by the carrier;
- The seal number of a CTU, where required, is communicated to the carrier;
- Any extraordinary properties such as reduced stacking capacity or out of gauge are communicated to the carrier;
- Shipping instructions are despatched to the carrier on time and that the CTU meets the outbound delivery window;
- The CTU arrives at the terminal before the stated cargo cut off time;
- The information concerning the consignment, description of packages and, in the case of freight containers, the verified gross mass is transmitted to the consignee.