

CUSTOMS CONVENTION ON THE INTERNATIONAL TRANSPORT OF
GOODS UNDER COVER OF TIR CARNETS (TIR CONVENTION, 1975)

Application of the Convention

Other matters

Transmitted by the Government of Turkey

A. INTRODUCTION

1. “The Draft Recommendation for Introduction of the HS Code of Goods in the TIR Carnet”, which was transmitted by the Working Party on Customs Questions Affecting Transport (WP.30) at its 111th session to the TIR Administrative Committee for consideration, states that “TIR Carnet Holders or any other persons filling-in the TIR Carnet on their behalf are to indicate the HS Code of the goods under box 10 of the goods manifest on the voucher not for Customs use of the TIR Carnet, in addition to a plain language description of the goods.”
2. Turkey lodged a reservation with regard to the draft recommendation with the informal document No. 1 (restricted) on 12 January 2006.
3. Turkey’s reservation was mainly based on the possible difficulties and implications of such an application, on both the transport industry and Customs operations.

B. TURKISH POSITION

4. After a careful evaluation as an effort to respond to the expectations and concerns of the Contracting Parties within the Committee, Turkey submits this document to join the common understanding on “The Draft Recommendation for Introduction of the HS Code of Goods in the TIR Carnet”.
5. However, it should be emphasized that Turkey still has concerns on the application of the decision, especially on the issue of liability.

6. “The Draft Recommendation for introduction of the HS Code of Goods in the TIR Carnet” declares that the TIR Carnet holder shall not be liable “in those cases where the Customs authorities suspect that the HS Code may be incorrect or where there are inconsistencies between the plain language description of the goods and the HS Code.”
7. While the TIR Convention, 1975 states that “TIR Carnet holder shall be responsible for presentation of the road vehicle, together with the load and the TIR Carnet” which clearly indicates that TIR Carnet holder shall be liable for the information on description of goods on the TIR Carnet.
8. Therefore, as we explained in our first submission, even if false declarations and incorrectness of the HS Code is not considered to be an infringement of the draft recommendation, TIR Convention will consider it as such and will hold the TIR Carnet Holder liable.
9. In addition to that, there may be variations in the interpretation of the draft recommendation on the issue of liability by Customs authorities of the Contracting Parties, which may lead to complications in customs operations.
10. We believe the question of liability, in cases of inconsistencies between the goods and HS Code and/or between the plain language description of the goods and the HS Code, should be clarified before adoption of a decision to make the indication of the HS Code on TIR Carnets mandatory.
11. In this regard, Turkey would like to reiterate that TIR Carnet holder must not be deemed liable for the inconsistencies stated in paragraph 10.

C. TURKEY’S PROPOSAL

12. By submitting this document, we hope to create a basis for discussion to reach a common understanding on this issue, in order to avoid the potential negative implications of the draft recommendation.
13. To help reach that common understanding and prevent the complications underlined in paragraph 8 and 9 above, we propose to consider insertion of an explanatory note into the Convention in line with the Recommendation, stating that “The TIR Carnet holder shall not be liable in cases of inconsistencies between the goods and HS Code and/or between the plain language description of the goods and the HS Code that is written on the TIR Carnet, based on the information and documentation provided by the third parties, without prejudice to the cases where the TIR Carnet holder has acted in a fraudulent manner”.

D. CONCLUSION

14. Turkey is pleased to submit this document to help stimulate discussions in the relevant bodies of TIR Convention. We believe that the contracting parties to the TIR Convention would share our concerns on the question of liability of the holder and that we can work together to prescribe a solution that would satisfy the contracting parties as a whole.