

## 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

Geneva and virtual, 17-18 March 2022

## Annex 1. Information and documentation

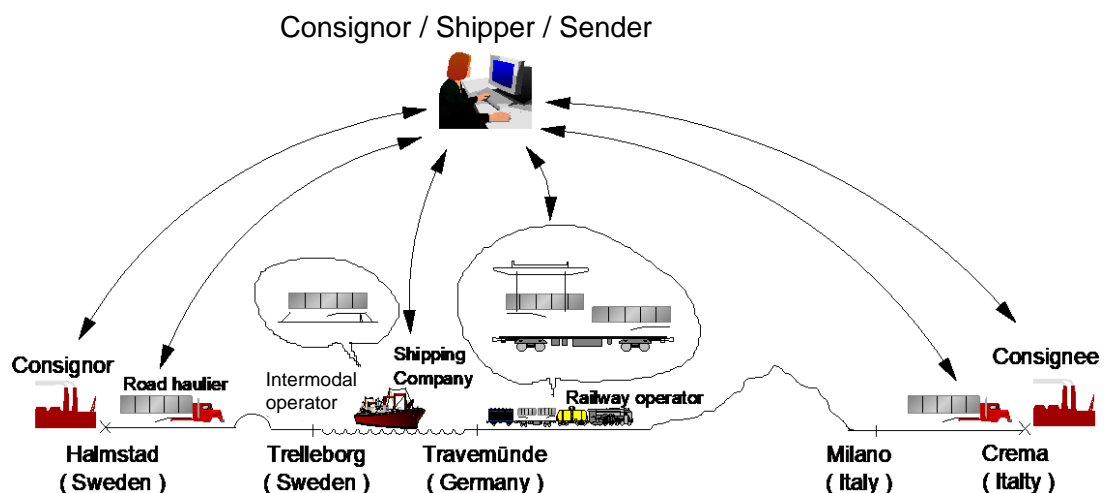
Submitted by ETS Consulting

This document suggests amendments to annex 1 by making adjustments to the text on information flow and by adding new section to this annex on transport documentation. By consequence, it is proposed to rename this annex from “information flow” to “Information and documentation”.

Changes made to section 1 on information flow are marked by blue font.

### 1. Information flow

- 1.1. To ensure that the cargo is transported from sender to destination safely and securely, it is essential that those involved in CTU movements fully comply with the proper flow of information.
- 1.2. This includes the responsibility of the packer to identify all packages packed into a CTU and to include them in all appropriate documentation.
- 1.3. Additionally, it will include a responsibility of the packer to verify the actual gross mass of the CTU and to declare it and any hazards that may be present for all or some of the journey to the carrier.
- 1.4. Parties involved with transport are responsible for ensuring that documentation and information is provided sufficiently in advance as determined by the carrier and using terms that are internationally accepted.
- 1.5. The functions of the supply chain are discussed in Chapter 4 and can be summarised in the following graphical representation shown in figure 1.1:



- 1.6. Within the terms of this Code the principal contacts are between the shipper and the carrier. Other parties such as the terminal or haulier, though actively involved are responsible to one of these parties.
- 1.7. The term shipper has historically been used to describe various functions, for example under the IMDG Code, and for its purpose, the Shipper has the same meaning as consignor. Under the CTU Code the Shipper as defined in Chapter 2 could be either:

- 1.7.1. Associated with the Consignor when the ownership of the goods is transferred after the carrier has completed the carriage:
  - 1.7.1.1. a sender and consignor may be considered as having the same function and under certain circumstances may be also referred to as the shipper. At the same time, the shipper may act as the processor of information receiving information about the cargo and the packing details from the consignor / sender and packer / consolidator respectively. Figure 1.2 shows the relationship at the start of the supply chain.

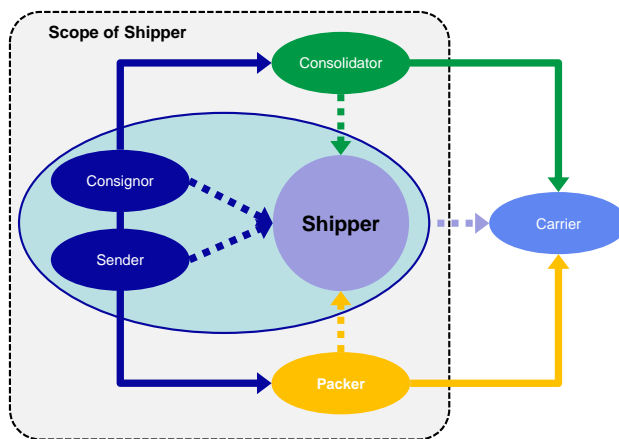


Figure 1.2 Relationship of functions

- 1.7.1.2. the consignor, who is producing the goods, packing it into the CTU and then contracting the carrier(s) directly or through a freight forwarder acting on behalf of the consignor.
- 1.7.1.3. the packer / consolidator receiving goods from the consignor and packing them into the CTU before contracting with despatching the goods to the carrier(s).
- 1.7.1.4. a combination of entities where the shipper combines the consignor, the packer and the carrier, and
- 1.7.2. Associated with the Consignee when the ownership of the cargo is transferred before the carrier starts the carriage:
  - 1.7.2.1. The Shipper can also be the consignee or a freight forwarder acting on behalf of the consignee.
- 1.8. The name of the Shipper described in 1.7.1 or 1.7.2 should be entered onto transport documents shown in section 2 of this annex.
- 1.9. The Shipper will arrange the transport of the goods and depending on the nature of the contract between the shipper, the carriers and the consignee the insurance cover. In some commercial contracts there is an agreed location, terminal or destination where the responsibility of the shipper ends. Thereafter responsibility is transferred to the consignee or another party who may undertake the function of a shipper.
- 1.10. Figure shows a typical INCOTERM published by the International Chamber of Commerce. Under this contract the shipper is responsible for all aspects of transport up until the CTU is unloaded at the port of import.

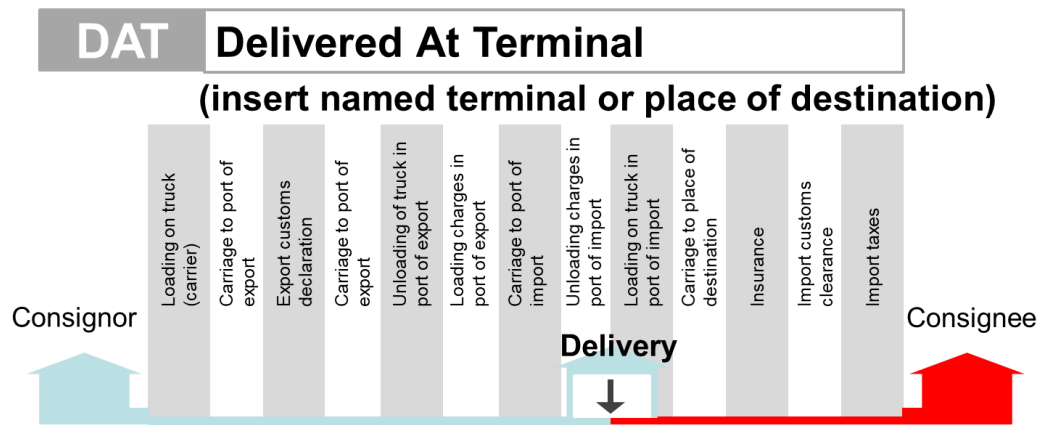


Figure 1.3 Typical D-term

- 1.11. Thereafter the consignee, or their agent will arrange onward transport of the CTU and continue the chain of information for the shipment.

## 2. Transport Documentation

### 2.1. Introduction

- 2.1.1. Cross border trade involves the preparation and submission of a number of documents required by international or national regulations which not only refer to the transport of the cargo but also to the mode of transport being used. Ensuring all required documents reach correct stakeholders on time is an important part of managing international carriage. If documents are not prepared on time, not prepared correctly, not couriered to the right party on time or not presented to the right authorities as necessary – in the worst of cases cargo can get seized by Customs authorities with penalties and fines imposed.
- 2.1.2. Thorough, accurate paperwork minimises the risk of problems and delays. Important points to remember are:
- 2.1.2.1. a clearly written contract is drawn up between the shipper and the carrier, including details of exactly where goods will be delivered and responsibilities of each party through each part of the journey,
- 2.1.2.2. the specific documents are prepared and available to get the goods through customs and to allocate the right duty and tax charges
- 2.1.2.3. documentation to cover the transport of the goods and insurance during the journey is available
- 2.1.2.4. the right paperwork can be an important part of the payment mechanism
- 2.1.2.5. any additional requirements for documents are considered for the countries the goods are being exported from and into and prepared and made available.
- 2.1.3. It's important that each party co-operates with their counterpart in the preparation the paperwork. For example, shipping goods to a customer overseas, the consignee should provide details of the necessary paperwork required at their end. When dealing with a foreign language speaking country, it is recommended that an extra set of commercial documents in the local language is provided.
- 2.1.4. The transport sector has experienced a large number of positive impacts as a result of developments in information and communication technologies related to operational improvements, route planning, fleet and cargo monitoring and safety as well as security issues in the (recent) past. These developments have improved the environmental performance of the transport sector and enhanced operational performance in logistical operations, leading to increased efficiencies and economic benefits. However, the uptake of digitalisation solutions for some of the burdensome administrative procedures in the communication between authorities and businesses is lagging behind in terms of what is technically feasible. In spite of numerous private and public initiatives that have been undertaken in recent years, the use of digital transport documents such as, and in particular, the

waybill, bill of lading and consignment notes remain limited. This is primarily due to several operational and legal bottlenecks, which continue to hamper the (further) uptake of such solutions, as well as the overall competitiveness of the sector.

## **2.2. Typical documents related to transport**

### **2.2.1. The CMR<sup>1</sup> consignment note (Road transport)**

2.2.1.1. The CMR consignment is regulated by the CMR Convention. It is applied to international road haulage between countries of which at least one is a Contracting Party to the Convention. Existence of the CMR consignment note confirms that the carrier (i.e. the road haulier) has received the goods and that a contract of carriage exists between the consignor and the carrier. If CMR applies to a contract it provides all parties to the contract with the complete regime for the determination of their rights, obligations, liabilities and remedies, in respect of claims for loss, damage or delay to carriage of the goods. Unlike a bill of lading, a CMR consignment note is not a document of title or a declaration. Figure 1.4 shows a specimen/template of a CMR consignment note.

### **2.2.2. Forwarders' certificate of receipt (FCR) (all modes of transportation)**

2.2.2.1. The Forwarders Certificate of Receipt (FCR) was introduced for the use by international freight forwarders. The FCR document enables the freight forwarder to provide the consignor with a special document as an official acknowledgement that he has assumed responsibility of the goods Figure 1.5 presents a specimen of a FCR.

2.2.2.2. By completing the FCR the freight forwarder certifies that he is in possession of a specific consignment with irrevocable instructions for despatch to the consignee shown in the document or for keeping it at his disposal. These instructions may only be cancelled if the original FCR document is handed over to the issuing freight forwarder and only if he is in a position to comply with such cancellation or alteration.

2.2.2.3. The FCR will primarily be used when the supplier sells the goods ex works and needs to prove that he has complied with his obligations to the buyer by presenting a FCR. In the case of a Letter of Credit the seller will under such conditions be able to present a FCR issued by a forwarder in order to obtain payment of the sales price placed at his disposal by the buyer under the terms of the Letter of Credit. The seller can no longer dispose of goods handed over to the forwarder once the FCR document has been handed over to the buyer

2.2.2.4. The FCR is not a negotiable document. As the delivery of the consignment to the consignee does not depend on the handing over of this document, only one original is issued. Should further copies be required, forms specially overprinted with the words "Copy not negotiable" should be used.

2.2.2.5. Another similar document, the Forwarders' Certificate of Transport (FCT), is negotiable. This means that the forwarder accepts responsibility to deliver to a destination specified - not to an unchangeable destination as with the FCR.

### **2.2.3. CIM<sup>2</sup> consignment note (Rail transport)**

2.2.3.1. This document confirms that the rail carrier has received the goods and that a contract of carriage exists between the consignor and carrier. Figure 1.6 shows a specimen of a CIM consignment note.

2.2.3.2. Unlike a bill of lading, a CIM note isn't a document of title. It does not give its holder rights of ownership or possession of the goods.

2.2.3.3. Key details to be provided in the note include:

1. a description of the goods;
2. the number of packages and their weight; and
3. the names and addresses of the consignor and consignee.

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<sup>1</sup> CMR means the Convention on the Contract for International Carriage of Goods by Road

<sup>2</sup> CIM Means Uniform Rules Concerning the Contract of International Transport by Rail.

2.2.3.4. The consignor is responsible for the accuracy of CIM consignment note and is liable for any loss or damage suffered by the carrier due to inaccurate information. CIM consignment notes are used to calculate compensation if goods are lost or damaged.

#### **2.2.4. Export Cargo Shipping Instruction (ECSI) (Sea transport)**

2.2.4.1. This is the document used to provide the shipping company with details of the goods and sets out any specific instructions for the shipment. It follows up on the initial booking, when space will have been confirmed on particular sailings. The process is often concluded by telephone. A specimen of the ECSI is shown in figure 1.7.

#### **2.2.5. Dangerous Goods Transport Document (Sea transport)<sup>3</sup>**

2.2.5.1. If the goods are considered to be dangerous as per the IMDG Code, a Dangerous Goods Transport Document will also be required. In some countries this document is also known as Dangerous Goods Note (DGN) (a specimen is shown in figure 1.8).

2.2.5.2. The Dangerous Goods Transport Document contains a section “Container / vehicle packing certificate”. This section must be completed by the person responsible for packing of the dangerous goods into the CTU, who may not necessarily be a representative of the shipper or consignor.

#### **2.2.6. Bill of lading (BL) (Sea transport)**

2.2.6.1. The Bill of Lading (BL) is issued by the carrier and serves three purposes:

1. it shows that the carrier has received the goods;
2. it provides evidence of a contract of carriage; and
3. it serves as a document of title to the goods (a specimen is shown in figure 1.9).

1.1.1.2 The Digital Container Shipping Association (DCSA) have produced an Industry Blueprint<sup>4</sup> to support the development of a commonly agreed electronic version of the Bill of Lading (eBL) that would – if implemented widely - enable significant benefits e.g., industry standardization and digitation, more efficient end-to-end documentation process with less risk of fraud and human error, which will result in an improved customer experience

#### **2.2.7. Negotiable FIATA Multimodal Transport Bill of Lading (FBL)**

2.2.7.1. FBL includes a contract of carriage, and it is a valid transport document according to the letter of credit rules.

2.2.7.2. FBL will be issued in a negotiable form as the consignee part of the Fiata multimodal transport bill of lading includes pre-printed “consigned to order of” phrase. Shippers must be very careful with last leg of the transportation in regard to negotiability of the FBL. If the last leg of the transportation is not ended at sea, the FBL document may not be considered as a negotiable instrument.

2.2.7.3. FBL transport document can be used not only in multimodal transport, but also single mode port-to-port sea or land shipments when used by entitled parties.

2.2.7.4. The copyright of FBL document is owned by FIATA. Only Fiata member freight forwarders could use FBL standard format multimodal bill of lading (a specimen is shown in figure 1.10).

#### **2.2.8. Sea waybill (Sea transport)**

This fulfils the same practical functions as the bill of lading but does not confer title to the goods and is, therefore, simpler to use. It's often used where there's a well-established trading relationship between commercial parties or in transactions where ownership doesn't change hands, e.g. between divisions of a single company (a specimen is shown in figure 1.11).

<sup>3</sup> There are no prescribed forms for other transport modes, so the DGN used for sea transport can be adapted for land based transport modes.

<sup>4</sup> See [dcsa.org](http://dcsa.org)

### **2.3. Who is the Shipper?**

- 2.3.1. Each of these documents shown in figures 1.4 to 1.11 use a number of titles in the top left box:
  - 2.3.1.1. The CMR uses Sender
  - 2.3.1.2. The DGN note can use Exporter or Consignor
  - 2.3.1.3. The ECSI has Exporter / Shipper
  - 2.3.1.4. The FBL uses Consignor
  - 2.3.1.5. The BL uses “Ship From” or From Shipper (top right box)
  - 2.3.1.6. The Sea Waybill has “Consignor”
- 2.3.2. It is important to ensure that the contact details of the Shipper identified in clause 1.8 are entered into the appropriate box in the document and that the Consignor’s details are not confused with the Shipper.

### **2.4. Differences between documents**

#### **2.4.1. What are the differences between and BL and a Sea Waybill?**

- 2.4.1.1. The Bill of Lading and the Sea Waybill are the two basic documents that guarantee maritime transport, both national and international. On many occasions they generate confusion in their use, however, each one fulfils very specific functions.
- 2.4.1.2. The Bill of Lading, in addition to serving as a contract of carriage and receipt of goods, has the usefulness of a document of title. For its part, the Sea Waybill is the evidence of the transport contract and the receipt of the goods, but it only serves as evidence. In this way the carrier is released with the delivery of the cargo to the person identified in the document.
- 2.4.1.3. All companies in the logistics sector, as is also the case with Stock Logistic, work day by day with these types of documents that guarantee the success and reliability of operations, regardless of the type of goods, their origin or destination.
- 2.4.1.4. A Sea Waybill, instead of a B/L can be used when the shipper is comfortable with releasing ownership of the cargo early (immediately). The carrier only has to ship and release the cargo to the entity identified in the Sea waybill regardless of whether that entity possesses the original Bill of Lading or not. Effectively, the Sea Waybill serves as just a reference transportation document.
  - 1. This makes it practical to use a Sea Waybill when the consignor and consignee trust each other
  - 2. When there is no expectation of a high sea sale
  - 3. When payment is not being made using letter of credit instruments
- 2.4.1.5. In many scenarios, the use of a Sea Waybill means that the consignee can take ownership of the cargo faster than when using a Bill of Lading since there is no longer a need to courier the original Bill of Lading to the destination.

#### **2.4.2. What are the differences between a BL and a FBL?**

- 2.4.2.1. A Bill of Lading (BL) or carrier’s bill of lading is issued by the carrier or its agent on behalf of the carrier. SLBL generally printed on the letterhead of the shipping line. On the reverse side of the SLBL the terms and conditions of carriage of the shipping line are incorporated. This is the best bill of lading option for the beneficiary, the applicant and the banks that enter letter of credit transaction.
- 2.4.2.2. A Negotiable FIATA Multimodal Transport Bill of Lading (FBL) which is also known as Fiata Bill of Lading or Forwarder’s Bill of Lading, is “issued” by a freight forwarder. FBL should be printed on the standard form Fiata FBL format incorporating Fiata and ICC logos. “Standard Trading Conditions Governing FIATA Combined Transport Bills of Lading” has been printed on the reverse side of the FBL. FBL signed by the freight forwarder, as carrier.

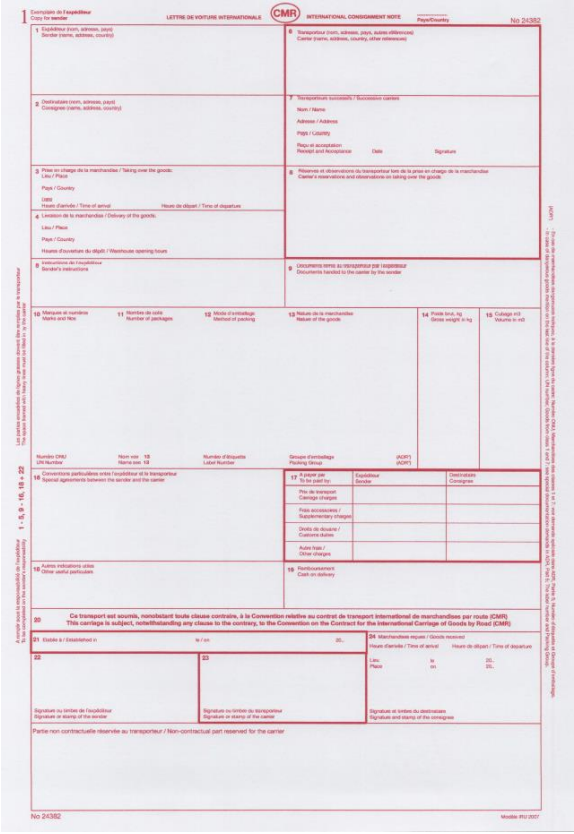


Figure 1.4 - CMR example

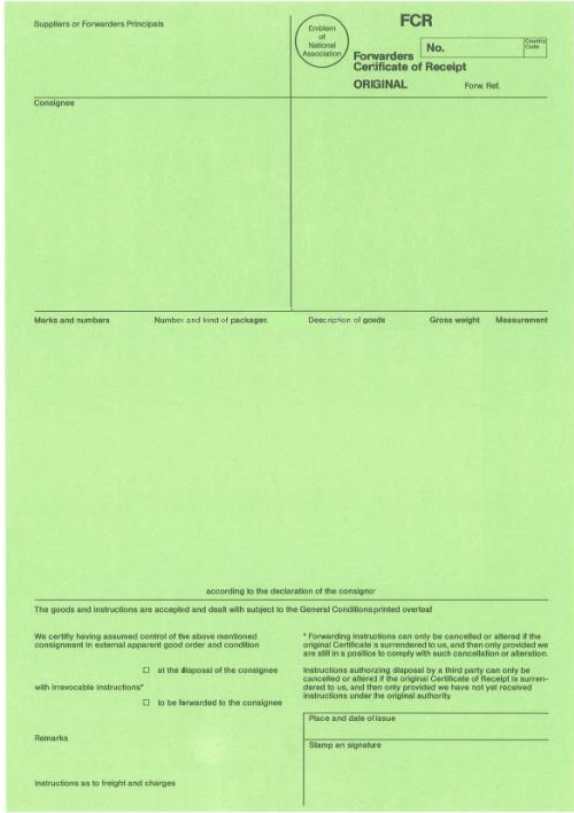


Figure 1.5 – FCR example

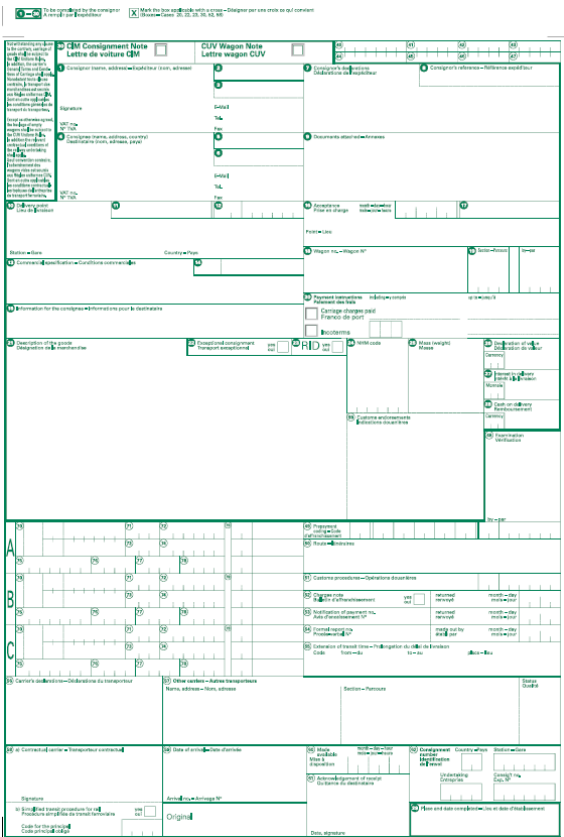


Figure 1.6- CIM example

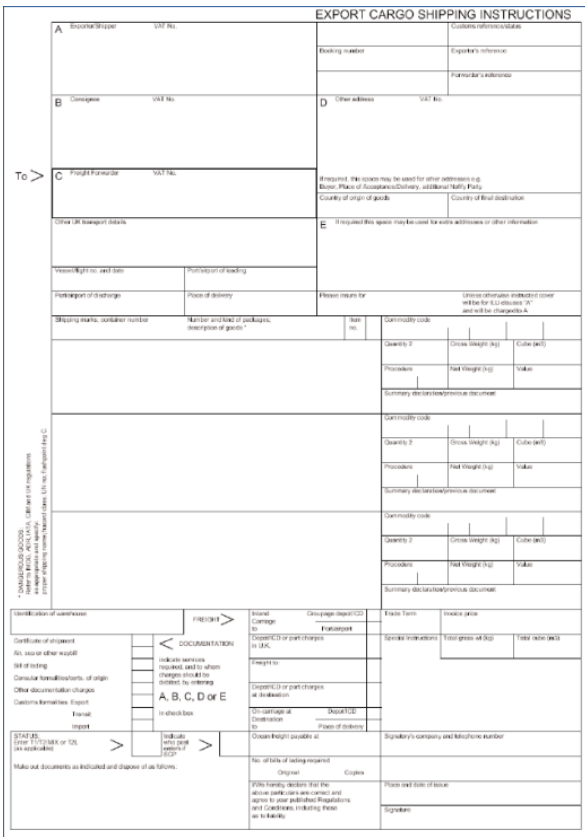


Figure 1.7 -ECSI example



**DANGEROUS GOODS NOTE**

Shipper		1 Customs reference	2
Booking number		3 Exporter's reference	4
		5 Consigner's reference	6
Consignee		7 DGVN Notification in accordance with DGVN Regulations as amended/ given by:	8
Class	Cargo agent	Transport operator	Shipping line
Flight/Forwarder		9 Permits/Permit	10
Other UK transport details (e.g. ICD, terminal, vehicle reg. ref, receiving date)		11 For use of receiving authority only	
Vessel	Port of loading	12 I hereby declare that the contents of this consignment are fully and accurately described herein by the proper shipping name and are classified, packaged, marked and labelled/packaged and are in all respects in proper condition for transport according to the applicable international and national governmental regulations and in accordance with the provisions above stated. The shipper must complete and sign this DGN.	
Part of discharge	Destination	13 TO THE RECEIVING AUTHORITY - please receive for shipment the goods described above subject to your published regulations and conditions (including those as to liability).	
Shipping marks (PRECISE: Proper shipping Name, Hazard class, UN No. Additional information (if applicable) see overseas) For identification: (mark requirements see notes overseas)	Number and kind of packages, description of goods	14 Net weight/m <sup>3</sup> of goods	15 Gross weight/m <sup>3</sup> of goods
Proper Shipping Name - Trade names alone are unacceptable		16 Net gross weight of goods	17 Net cube of goods
Country of origin (CUSTOMS CERTIFICATE REQUIRED) Name of Declarant	Name of Company	18 Net gross weight of goods	19 Net cube of goods
I hereby declare that the goods described above have been loaded, stowed, secured, tallyed and discharged in accordance with the provisions above stated.		THIS DECLARATION MUST BE COMPLETED AND SIGNED FOR ALL CONTAINERS VEHICLE LOADS BY THE PERSON RESPONSIBLE FOR PACKING/LOADING.	
Place and date	Signature of declarant	Name and telephone number of shipper preparing this note	
Container identification number/vehicle registration number	Container size and type	20 Net tare (kg)	21 Net gross weight (including tare) (kg)
<b>DOCUMENTAL RECEIPT</b>		Name and telephone number of shipper preparing this note	
RECEIVING AUTHORITY REMARKS		Name and status of declarant	
Huller's name		Place and date	
Vehicle reg. no.		Signature of declarant	
Driver's signature		Receiving authority signature and date	

Figure 1.8 - DGN example

**Bill of Lading** Multimodal Transport or Port to Port Shipment

Carrier:		Shipper:	
Consignee (not negotiable unless consigned to order):		Carrier's Reference: B/L No.: Page:	
Notify Address (Carrier not responsible for failure to notify; see clause 9(1) (b) (v)):		Export References:	
Invoice(s): Voyage No.:		Forwarding Agent:	
Port of Loading:		Consignee's Reference:	
Port of Discharge:		Place of Receipt:	
Container Nos., Seal Nos., Marks and Nos. (Number and Kind of Packages, Description of Goods)		Gross Weight:	Measurement:
Shipper's declared value (see clause 7(2) and 7(5))			
Total No. of Containers received by the Carrier		Packages received by the Carrier	
Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier (see clause 11).		Received by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the like number or quantity of Containers or other packages or units indicated in the box opposite hereon. The like number or quantity of Containers or other packages or units indicated in the box opposite hereon shall be received by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) and shall be delivered to the consignee in the same order and condition. The carrier shall be responsible for the cargo while it is in his possession or control and shall be liable for any loss or damage to the cargo while it is in his possession or control. The carrier shall not be liable for any loss or damage to the cargo which is caused by fire or theft on board the vessel.	
Movement:		Currency:	
Charge:		Freight:	
Total Freight Prepaid		Total Freight Collect	
		Total Freight	
Place and date of issue:		Freight payable at:	
		Number of original B/Ls:	

Figure 1.8 - BL example

**FBL**  
Billion of National Association

**NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING**  
Issued subject to UNREVISED Rules for Multimodal Transport Documents (ICC Publication 400)

Designator: \_\_\_\_\_

Consigned to order of: \_\_\_\_\_

Notify address: \_\_\_\_\_

Place of receipt: \_\_\_\_\_

Ocean vessel: \_\_\_\_\_ Part of loading: \_\_\_\_\_

Part of discharge: \_\_\_\_\_ Place of delivery: \_\_\_\_\_

Merks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
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according to the declaration of the consignor.

Declaration of interest of the consignee in timely delivery (Clause 6.2): \_\_\_\_\_

Declared value for ad valorem rate according to the declaration of the consignor (Clauses 7 and 8): \_\_\_\_\_

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Notion in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.

One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In witness whereof the original Multimodal Transport Bill of Lading all of this tenor and date have been signed in this number stated below, one of which being accomplished the others to be void.

Freight amount	Freight payable at	Place and date of issue
Cargo insurance through the undersigned (if not covered - Covered according to attached Policy)	Number of Original B/Ls	Signature and signature

For delivery of goods please apply to: \_\_\_\_\_

Figure 1.10 - FBL example

**SEA WAYBILL No. NOT NEGOTIABLE - COPY**

Particulars supplied by the shipper and checked by carrier. Carriage not negotiable and not transferable.

Shipper's declared value: \_\_\_\_\_

Net weight: \_\_\_\_\_

Measurement: \_\_\_\_\_

Place and date of issue: \_\_\_\_\_

Freight payable at: \_\_\_\_\_

Number of original B/Ls: \_\_\_\_\_

SPECIMEN

Figure 1.11 SWB example



