

Z A K O N

O POTVRĐIVANJU BUDIMPEŠTANSKE KONVENCIJE O UGOVORU O PREVOZU ROBE NA UNUTRAŠNJIM VODNIM PUTEVIMA (CMNI)

Član 1.

Potvrđuje se Budimpeštanska konvencija o ugovoru o prevozu robe na unutrašnjim vodnim putevima, sačinjena u Budimpešti, 22. juna 2001. godine u originalu na nemačkom, engleskom, francuskom, holandskom i ruskom jeziku.

Član 2.

Tekst Budimpeštanske konvencije o ugovoru o prevozu robe na unutrašnjim vodnim putevima u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**BUDAPEST CONVENTION ON THE CONTRACT FOR THE CARRIAGE OF
GOODS BY INLAND WATERWAY (CMNI)**

THE STATES PARTIES to this Convention,

CONSIDERING the recommendations of the Final Act of the Conference on Security and Cooperation in Europe of 1 August 1975 for the harmonization of legal regimes with a view to the development of transport by member States of the Central Commission for the Navigation of the Rhine and the Danube Commission in collaboration with the United Nations Economic Commission for Europe,

HAVING RECOGNIZED the necessity and desirability of establishing by common agreement certain uniform rules concerning contracts for the carriage of goods by inland waterway,

HAVE DECIDED to conclude a Convention for this purpose and have thereto agreed as follows:

CHAPTER I

GENERAL PROVISIONS

Article 1

Definitions

In this Convention,

1. "Contract of carriage" means any contract, of any kind, whereby a carrier undertakes against payment of freight to carry goods by inland waterway;
2. "Carrier" means any person by whom or in whose name a contract of carriage has been concluded with a shipper;
3. "Actual carrier" means any person, other than a servant or an agent of the carrier, to whom the performance of the carriage or of part of such carriage has been entrusted by the carrier;
4. "Shipper" means any person by whom or in whose name or on whose behalf a contract of carriage has been concluded with a carrier;
5. "Consignee" means the person entitled to take delivery of the goods;
6. "Transport document" means a document which evidences a contract of carriage and the taking over or loading of goods by a carrier, made out in the form of a bill of lading or consignment note or of any other document used in trade;

7. "Goods" does not include either towed or pushed vessels or the luggage or vehicles of passengers; where the goods are consolidated in a container, on a pallet or in or on a similar article of transport or where they are packed, "goods" includes such article of transport or packaging if supplied by the shipper;

8. "In writing" includes, unless otherwise agreed between the parties concerned, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, telegram, facsimile, telex, electronic mail or electronic data interchange (EDI), provided the information is accessible so as to be usable for subsequent reference.

9. „The law of a State applicable in accordance with this Convention“ means the rules of law in force in that State other than its rules of private international law.

Article 2

Scope of application

1. This Convention is applicable to any contract of carriage according to which the port of loading or the place of taking over of the goods and the port of discharge or the place of delivery of the goods are located in two different States of which at least one is a State Party to this Convention. If the contract stipulates a choice of several ports of discharge or places of delivery, the port of discharge or the place of delivery to which the goods have actually been delivered shall determine the choice.

2. This Convention is applicable if the purpose of the contract of carriage is the carriage of goods, without transshipment, both on inland waterways and in waters to which maritime regulations apply, under the conditions set out in paragraph 1, unless:

(a) a maritime bill of lading has been issued in accordance with the maritime law applicable, or

(b) the distance to be travelled in waters to which maritime regulations apply is the greater.

3. This Convention is applicable regardless of the nationality, place of registration or home port of the vessel or whether the vessel is a maritime or inland navigation vessel and regardless of the nationality, domicile, registered office or place of residence of the carrier, the shipper or the consignee.

CHAPTER II

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 3

Taking over, carriage and delivery of the goods

1. The carrier shall carry the goods to the place of delivery within the specified time and deliver them to the consignee in the condition in which they were handed over to him.

2. Unless otherwise agreed, the taking over and delivery of the goods shall take place on board the vessel.

3. The carrier shall decide which vessel is to be used. He shall be bound, before and at the beginning of the voyage, to exercise due diligence to ensure that, taking into account the goods to be carried, the vessel is in a state to receive the cargo, is seaworthy and is manned and equipped as prescribed by the regulations in force and is furnished with the necessary national and international authorizations for the carriage of the goods in question.

4. Where it has been agreed that the carriage shall be performed by a specific vessel or type of vessel, the carrier shall be entitled to load or tranship the goods in whole or in part on to another vessel or on to another type of vessel without the consent of the shipper, only:

(a) in circumstances, such as low water or collision or any other obstacle to navigation, which were unforeseeable at the time when the contract of carriage was concluded and in which the loading or transhipment of the goods is necessary in order to perform the contract of carriage, and when the carrier is unable to obtain within an appropriate period of time instructions from the shipper, or

(b) when it is in accordance with the practice prevailing in the port where the vessel is located.

5. Except as provided by the obligations incumbent on the shipper, the carrier shall ensure that the loading, stowage and securing of the goods do not affect the safety of the vessel.

6. The carrier is entitled to carry the goods on deck or in open vessels only if it has been agreed with the shipper or if it is in accordance with the usage of the particular trade or is required by the statutory regulations.

Article 4

Actual carrier

1. A contract complying with the definition set out in article 1, paragraph 1, concluded between a carrier and an actual carrier constitutes a contract of carriage within the meaning of this Convention. For the purpose of such contract, all the provisions of this Convention concerning the shipper shall apply to the carrier and those concerning the carrier to the actual carrier.

2. Where the carrier has entrusted the performance of the carriage or part thereof to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him.

3. The carrier shall in all cases inform the shipper when he entrusts the performance of the carriage or part thereof to an actual carrier.

4. Any agreement with the shipper or the consignee extending the carrier's responsibility according to the provisions of this Convention affects the actual carrier only to the extent that he has agreed to it expressly and in writing. The actual carrier may avail himself of all the objections invocable by the carrier under the contract of carriage.

5. If and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several. Nothing in this article shall prejudice any right of recourse as between them.

Article 5

Delivery time

The carrier shall deliver the goods within the time limit agreed in the contract of carriage or, if no time limit has been agreed, within the time limit which could reasonably be required of a diligent carrier, taking into account the circumstances of the voyage and unhindered navigation.

Article 6

Obligations of the shipper

1. The shipper shall be required to pay the amounts due under the contract of carriage.

2. The shipper shall furnish the carrier in writing, before the goods are handed over, with the following particulars concerning the goods to be carried:

- (a) dimensions, number or weight and stowage factor of the goods;
- (b) marks necessary for identification of the goods;
- (c) nature, characteristics and properties of the goods;
- (d) instructions concerning the Customs or administrative regulations applying to the goods;
- (e) other necessary particulars to be entered in the transport document.

The shipper shall also hand over to the carrier, when the goods are handed over, all the required accompanying documents.

3. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, pack the goods in such a way as to prevent their loss or damage between the time they are taken over by the carrier and their delivery and so as to ensure that they do not cause damage to the vessel or to other goods. According to what has been agreed with a view to carriage, the shipper shall also make provision for appropriate marking in conformity with the applicable international or national regulations or, in the absence of such regulations, in accordance with rules and practices generally recognized in inland navigation.

4. Subject to the obligations to be borne by the carrier, the shipper shall load and stow the goods and secure them in accordance with inland navigation practice unless the contract of carriage specifies otherwise.

Article 7

Dangerous and polluting goods

1. If dangerous or polluting goods are to be carried, the shipper shall, before handing over the goods, and in addition to the particulars referred to in article 6, paragraph 2, inform the carrier clearly and in writing of the danger and the risks of pollution inherent in the goods and of the precautions to be taken.

2. Where the carriage of the dangerous or polluting goods requires an authorization, the shipper shall hand over the necessary documents at the latest when handing over the goods.

3. Where the continuation of the carriage, the discharge or the delivery of the dangerous or polluting goods are rendered impossible owing to the absence of an administrative authorization, the shipper shall bear the costs for the return of the goods to the port of loading or a nearer place, where they may be discharged and delivered or disposed of.

4. In the event of immediate danger to life, property or the environment, the carrier shall be entitled to unload the goods, to render them innocuous or, provided that such a measure is not disproportionate to the danger they represent, to destroy them, even if, before they were taken over, he was informed or was apprised by other means of the nature of the danger or the risks of pollution inherent in the goods.

5. Where the carrier is entitled to take the measures referred to in paragraphs 3 or 4 above, he may claim compensation for damages.

Article 8

Liability of the shipper

1. The shipper shall, even if no fault can be attributed to him, be liable for all the damages and costs incurred by the carrier or the actual carrier by reason of the fact that:

(a) the particulars or information referred to in articles 6, paragraph 2, or 7, paragraph 1, are missing, inaccurate or incomplete;

(b) the dangerous or polluting goods are not marked or labelled in accordance with the applicable international or national regulations or, if no such regulations exist, in accordance with rules and practices generally recognized in inland navigation;

(c) the necessary accompanying documents are missing, inaccurate or incomplete.

The carrier may not avail himself of the liability of the shipper if it is proven that the fault is attributable to the carrier himself, his servants or agents. The same applies to the actual carrier.

2. The shipper shall be responsible for the acts and omissions of persons of whose services he makes use to perform the tasks and meet the obligations referred to in articles 6 and 7, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.

Article 9

Termination of the contract of carriage by the carrier

1. The carrier may terminate the contract of carriage if the shipper has failed to perform the obligations set out in article 6, paragraph 2, or article 7, paragraphs 1 and 2.

2. If the carrier makes use of his right of termination, he may unload the goods at the shipper's expense and claim optionally the payment of any of the following amounts:

(a) one third of the agreed freight; or

(b) in addition to any demurrage charge, a compensation equal to the amount of costs incurred and the loss caused, as well as, should the voyage have already begun, a proportional freight for the part of the voyage already performed.

Article 10

Delivery of the goods

1. Notwithstanding the obligation of the shipper under article 6, paragraph 1, the consignee who, following the arrival of the goods at the place of delivery, requests their delivery, shall, in accordance with the contract of carriage, be liable for the freight and other charges due on the goods, as well as for his contribution to any general average. In the absence of a transport document, or if such document has not been presented, the consignee shall be liable for the freight agreed with the shipper if it corresponds to market practice.

2. The placing of the goods at the disposal of the consignee in accordance with the contract of carriage or with the usage of the particular trade or with the statutory regulations applicable at the port of discharge shall be considered a delivery. The

imposed handing over of the goods to an authority or a third party shall also be considered a delivery.

CHAPTER III

TRANSPORT DOCUMENTS

Article 11

Nature and content

1. For each carriage of goods governed by this Convention the carrier shall issue a transport document; he shall issue a bill of lading only if the shipper so requests and if it has been so agreed before the goods were loaded or before they were taken over for carriage. The lack of a transport document or the fact that it is incomplete shall not affect the validity of the contract of carriage.

2. The original of the transport document must be signed by the carrier, the master of the vessel or a person authorized by the carrier. The carrier may require the shipper to countersign the original or a copy. The signature may be in handwriting, printed in facsimile, perforated, stamped, in symbols or made by any other mechanical or electronic means, if this is not prohibited by the law of the State where the transport document was issued.

3. The transport document shall be prima facie evidence, save proof to the contrary, of the conclusion and content of the contract of carriage and of the taking over of the goods by the carrier. In particular, it shall provide a basis for the presumption that the goods have been taken over for carriage as they are described in the transport document.

4. When the transport document is a bill of lading, it alone shall determine the relations between the carrier and the consignee. The conditions of the contract of carriage shall continue to determine the relations between carrier and shipper.

5. The transport document, in addition to its denomination, contains the following particulars:

(a) the name, domicile, registered office or place of residence of the carrier and of the shipper;

(b) the consignee of the goods;

(c) the name or number of the vessel, where the goods have been taken on board, or particulars in the transport document stating that the goods have been taken over by the carrier but not yet loaded on the vessel;

(d) the port of loading or the place where the goods were taken over and the port of discharge or the place of delivery;

(e) the usual name of the type of goods and their method of packaging and, for dangerous or polluting goods, their name according to the requirements in force or, if there is no such name, their general name;

(f) the dimensions, number or weight as well as the identification marks of the goods taken on board or taken over for the purpose of carriage;

(g) the statement, if applicable, that the goods shall or may be carried on deck or on board open vessels;

(h) the agreed provisions concerning freight;

(i) in the case of a consignment note, the specification as to whether it is an original or a copy; in the case of a bill of lading, the number of originals;

(j) the place and date of issue.

The legal character of a transport document in the sense of article 1, paragraph 6, of this

Convention is not affected by the absence of one or more of the particulars referred to in this paragraph.

Article 12

Reservations in transport documents

1. The carrier is entitled to include in the transport document reservations concerning:

(a) The dimensions, number or weight of the goods, if he has grounds to suspect that the particulars supplied by the shipper are inaccurate or if he had no reasonable means of checking such particulars, especially because the goods have not been counted, measured or weighed in his presence or because, without explicit agreement, the dimensions or weights have been determined by draught measurement;

(b) Identification marks which are not clearly and durably affixed on the goods themselves or, if the goods are packed, on the receptacles or packagings;

(c) The apparent condition of the goods.

2. If the carrier fails to note the apparent condition of the goods or does not enter reservations in that respect, he is deemed to have noted in the transport document that the goods were in apparent good condition.

3. If, in accordance with the particulars set out in the transport document, the goods are placed in a container or in the holds of the vessel and sealed by other persons than the carrier, his servants or his agents, and if neither the container nor the seals are damaged or broken when they reach the port of discharge or the place of delivery, it shall be presumed that the loss or damage to the goods did not occur during carriage.

Article 13

Bill of lading

1. The originals of a bill of lading shall be documents of title issued in the name of the consignee, to order or to bearer.

2. At the place of destination, the goods shall be delivered only in exchange for the original of the bill of lading submitted initially; thereafter, further delivery cannot be claimed against other originals.

3. When the goods are taken over by the carrier, handing over the bill of lading to a person entitled thereby to receive the goods has the same effects as the handing over of the goods as far as the acquisition of rights to the goods is concerned.

4. If the bill of lading has been transferred to a third party, including the consignee, who has acted in good faith in reliance on the description of the goods therein, proof to the contrary of the presumption set out in article 11, paragraph 3, and article 12, paragraph 2, shall not be admissible.

CHAPTER IV

RIGHT TO DISPOSE OF THE GOODS

Article 14

Holder of the right of disposal

1. The shipper shall be authorized to dispose of the goods; in particular, he may require the carrier to discontinue the carriage of the goods, to change the place of delivery or to deliver the goods to a consignee other than the consignee indicated in the transport document.

2. The shipper's right of disposal shall cease to exist once the consignee, following the arrival of the goods at the scheduled place of delivery, has requested delivery of the goods and,

(a) where carriage is under a consignment note, once the original has been handed over to the consignee;

(b) where carriage is under a bill of lading, once the shipper has relinquished all the originals in his possession by handing them over to another person.

3. By an appropriate entry in the consignment note, the shipper may, when the consignment note is issued, waive his right of disposal to the consignee.

Article 15

Conditions for the exercise of the right of disposal

The shipper or, in the case of article 14, paragraphs 2 and 3, the consignee, must, if he wishes to exercise his right of disposal:

(a) where a bill of lading is used, submit all originals prior to the arrival of the goods at the scheduled place of delivery;

(b) where a transport document other than a bill of lading is used, submit this document, which shall include the new instructions given to the carrier;

(c) compensate the carrier for all costs and damage incurred in carrying out instructions;

(d) pay all the agreed freight in the event of the discharge of the goods before arrival at the scheduled place of delivery, unless the contract of carriage provides otherwise.

CHAPTER V

LIABILITY OF THE CARRIER

Article 16

Liability for loss

1. The carrier shall be liable for loss resulting from loss or damage to the goods caused between the time when he took them over for carriage and the time of their delivery, or resulting from delay in delivery, unless he can show that the loss was due to circumstances which a diligent carrier could not have prevented and the consequences of which he could not have averted.

2. The carrier's liability for loss resulting from loss or damage to the goods caused during the time before the goods are loaded on the vessel or the time after they have been discharged from the vessel shall be governed by the law of the State applicable to the contract of carriage.

Article 17

Servants and agents

1. The carrier shall be responsible for the acts and omissions of his servants and agents of whose services he makes use during the performance of the contract of carriage, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.

2. When the carriage is performed by an actual carrier in accordance with article 4, the carrier is also responsible for the acts and omissions of the actual carrier and of the servants and agents of the actual carrier acting within the scope of their employment.

3. If an action is brought against the servants and agents of the carrier or the actual carrier, such persons, if they prove that they acted within the scope of their employment, are entitled to avail themselves of the exonerations and limits of liability which the carrier or the actual carrier is entitled to invoke under this Convention.

4. A pilot designated by an authority and who cannot be freely selected shall not be considered to be a servant or agent within the meaning of paragraph 1.

Article 18

Special exonerations from liability

1. The carrier and the actual carrier shall be exonerated from their liability when the loss, damage or delay are the result of one of the circumstances or risks listed below:

(a) acts or omissions of the shipper, the consignee or the person entitled to dispose of the goods;

(b) handling, loading, stowage or discharge of the goods by the shipper, the consignee or third parties acting on behalf of the shipper or the consignee;

(c) carriage of the goods on deck or in open vessels, where such carriage has been agreed with the shipper or is in accordance with the practice of the particular trade, or if it is required by the regulations in force;

(d) nature of the goods which exposes them to total or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage (in volume or weight), or the action of vermin or rodents;

(e) lack of or defective condition of packaging in the case of goods which, by their nature, are exposed to loss or damage when not packed or when the packaging is defective;

(f) insufficiency or inadequacy of marks identifying the goods;

(g) rescue or salvage operations or attempted rescue or salvage operations on inland waterways;

(h) carriage of live animals, unless the carrier has not taken the measures or observed the instructions agreed upon in the contract of carriage.

2. When, in the circumstances of the case, damage could be attributed to one or more of the circumstances or risks listed in paragraph 1 of the present article, it is presumed to have been caused by such a circumstance or risk. This presumption does not apply if the injured party proves that the loss suffered does not result, or does not result exclusively, from one of the circumstances or risks listed in paragraph 1 of this article.

Article 19

Calculation of compensation

1. Where the carrier is liable for total loss of goods, the compensation payable by him shall be equal to the value of the goods at the place and on the day of delivery according to the contract of carriage. Delivery to a person other than the person entitled is deemed to be a loss.

2. In the event of partial loss or damage to goods, the carrier shall be liable only to the extent of the loss in value.

3. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to their market price or, if there is no commodity exchange price or market price, by reference to the normal value of goods of the same kind and quality at the place of delivery.

4. In respect of goods which by reason of their nature are exposed to wastage during carriage, the carrier shall be held liable, whatever the length of the carriage, only for that part of the wastage which exceeds normal wastage (in volume or weight) as determined by the parties to the contract of carriage or, if not, by the regulations or established practice at the place of destination.

5. The provisions of this article shall not affect the carrier's right concerning the freight as provided by the contract of carriage or, in the absence of special agreements in this regard, by the applicable national regulations or practices.

Article 20

Maximum limits of liability

1. Subject to article 21 and paragraph 4 of the present article, and regardless of the action brought against him, the carrier shall under no circumstances be liable for amounts exceeding 666.67 units of account per package or other shipping unit, or 2 units of account per kilogram of weight, specified in the transport document, of the goods lost or damaged, whichever is the higher. If the package or other shipping unit is a container and if there is no mention in the transport document of any package or shipping unit consolidated in the container, the amount of 666.67 units of account shall be replaced by the amount of 1,500 units of account for the container without the goods it contains and, in addition, the amount of 25,000 units of account for the goods which are in the container.

2. Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the transport document as packed in or on such article of transport are deemed packages or shipping units. Except as aforesaid, the goods in or on such article of transport are deemed one shipping unit. In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.

3. In the event of loss due to delay in delivery, the carrier's liability shall not exceed the amount of the freight. However, the aggregate liability under paragraph 1 and the first sentence of the present paragraph shall not exceed the limitation which would be established under paragraph 1 for total loss of the goods with respect to which such liability was incurred.

4. The maximum limits of liability mentioned in paragraph 1 do not apply:

(a) where the nature and higher value of the goods or articles of transport have been expressly specified in the transport document and the carrier has not refuted those specifications, or

(b) where the parties have expressly agreed to higher maximum limits of liability.

5. The aggregate of the amounts of compensation recoverable from the carrier, the actual carrier and their servants and agents for the same loss shall not exceed overall the limits of liability provided for in this article.

Article 21

Loss of right to limit liability

1. The carrier or the actual carrier is not entitled to the exonerations and limits of liability provided for in this Convention or in the contract of carriage if it is proved that he himself caused the damage by an act or omission, either with the intent to cause such damage, or recklessly and with the knowledge that such damage would probably result.

2. Similarly, the servants and agents acting on behalf of the carrier or the actual carrier are not entitled to the exonerations and limits of liability provided for in this Convention or in the contract of carriage, if it is proved that they caused the damage in the manner described in paragraph 1.

Article 22

Application of the exonerations and limits of liability

The exonerations and limits of liability provided for in this Convention or in the contract of carriage apply in any action in respect of loss or damage to or delay in delivery of the goods covered by the contract of carriage, whether the action is founded in contract, in tort or on some other legal ground.

CHAPTER VI

CLAIMS PERIOD

Article 23

Notice of damage

1. The acceptance without reservation of the goods by the consignee is prima facie evidence of the delivery by the carrier of the goods in the same condition and quantity as when they were handed over to him for carriage.

2. The carrier and the consignee may require an inspection of the condition and quantity of the goods on delivery in the presence of the two parties.

3. Where the loss or damage to the goods is apparent, any reservation on the part of the consignee must be formulated in writing specifying the general nature of the damage, no later than the time of delivery, unless the consignee and the carrier have jointly checked the condition of the goods.

4. Where the loss or damage to the goods is not apparent, any reservation on the part of the consignee must be notified in writing specifying the general nature of the damage, no later than 7 consecutive days from the time of delivery; in such case, the injured party shall show that the damage was caused while the goods were in the charge of the carrier.

5. No compensation shall be payable for damage resulting from delay in delivery except when the consignee can prove that he gave notice of the delay to the carrier within 21 consecutive days following delivery of the goods and that this notice reached the carrier.

Article 24

Limitation of actions

1. All actions arising out of a contract governed by this Convention shall be time-barred after one year commencing from the day when the goods were, or should have been, delivered to the consignee. The day on which the limitation period commences is not included in the period.

2. The person against whom an action is instituted may at any time during the limitation period extend that period by a declaration in writing to the injured party. This period may be further extended by one or more further declarations.

3. The suspension and interruption of the limitation period are governed by the law of the State applicable to the contract of carriage. The filing of a claim in proceedings to apportion limited liability for all claims arising from an event having led to damage shall interrupt the limitation.

4. Any action for indemnity by a person held liable under this Convention may be instituted even after the expiry of the limitation period provided for in paragraphs 1 and 2 of the present article, if proceedings are instituted within a period of 90 days commencing from the day on which the person instituting the action has settled the claim or has been served with process, or if proceedings are instituted within a longer period as provided by the law of the State where proceedings are instituted.

5. A right of action which has become barred by lapse of time may not be exercised by way of counter-claim or set-off.

CHAPTER VII

LIMITS OF CONTRACTUAL FREEDOM

Article 25

Nullity of contractual stipulations

1. Any contractual stipulation intended to exclude or to limit or, subject to the provisions of article 20, paragraph 4, to increase the liability, within the meaning of this Convention, of the carrier, the actual carrier or their servants or agents, to shift the burden of proof or to reduce the periods for claims or limitations referred to in articles 23 and 24 shall be null and void.

Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is also null and void.

2. Notwithstanding the provisions of paragraph 1 of the present article and without prejudice to article 21, contractual stipulations shall be authorized specifying that the carrier or the actual carrier is not liable for losses arising from:

(a) an act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or towed during navigation or in the formation or dissolution of a pushed or towed convoy, provided that the carrier complied with the obligations set out for the crew in article 3, paragraph 3, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result;

(b) fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of the carrier or the actual carrier or their servants or agents or a defect of the vessel;

(c) the defects existing prior to the voyage of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.

CHAPTER VIII

SUPPLEMENTARY PROVISIONS

Article 26

General average

Nothing in this Convention shall prevent the application of provisions in the contract of carriage or national law regarding the calculation of the amount of damages and contributions payable in the event of general average.

Article 27

Other applicable provisions and nuclear damage

1. This Convention does not modify the rights or duties of the carrier provided for in international conventions or national law relating to the limitation of liability of owners of inland navigation or maritime vessels.

2. The carrier shall be relieved of liability under this Convention for damage caused by a nuclear incident if the operator of a nuclear installation or other authorized person is liable for such damage pursuant to the laws and regulations of a State governing liability in the field of nuclear energy.

Article 28

Unit of account

The unit of account referred to in article 20 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 20 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value, in terms of the Special Drawing Rights, of a national currency of a Contracting State is to be calculated in accordance with the method of evaluation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.

Article 29

Additional national provisions

1. In cases not provided for in this Convention, the contract of carriage is governed by the law of the State agreed by the Parties.

2. In the absence of such agreement, the law of the State with which the contract of carriage is most closely connected is to be applied.

3. It is to be presumed that the contract of carriage is most closely connected with the State in which the principal place of business of the carrier is located at the time when the contract was concluded, if the port of loading or the place where the goods are taken over, or the port of discharge or the place of delivery or the shipper's principal place of business is also located in that State. Where the carrier has no place of business on land and concludes the contract of carriage on board his vessel, it is to be presumed that the contract is most closely connected with the State in which the vessel is registered or whose flag it flies, if the port of loading or the place where the goods are taken over, or the port of discharge or the place of delivery or the shipper's principal place of business is also located in that State.

4. The law of the State where the goods are located governs the real guarantee granted to the carrier for claims set out in article 10, paragraph 1.

CHAPTER IX

DECLARATIONS CONCERNING THE SCOPE OF APPLICATION

Article 30

Carriage by way of specific inland waterways

1. Each State may, at the time of signing this Convention or of ratification, acceptance, approval or accession, declare that it will not apply this Convention to contracts relating to carriage by way of specific inland waterways situated on its territory and to which international rules of navigation do not apply and which do not constitute a link between such international waterways. However, such a declaration may not mention all main waterways of that State.

2. Where the purpose of the contract of carriage is the carriage of goods without transshipment both on waterways not mentioned in the declaration referred to in paragraph 1 of this article and on waterways mentioned in this declaration, this Convention equally applies to this contract, unless the distance to be travelled on the latter waterways is the longer.

3. When a declaration has been made according to paragraph 1, any other Contracting State may declare that it will not apply either the provisions of this Convention to the contracts referred to in this declaration. The declaration made in accordance with the present paragraph shall take effect at the time of entry into force of the Convention for the State which has made a declaration according to paragraph 1, but at the earliest at the time of entry into force of the Convention for the State which has made a declaration according to the present paragraph.

4. The declarations referred to in paragraphs 1 and 3 of this article may be withdrawn in whole or in part, at any time, by notification to the depositary to that effect, indicating the date on which they shall cease to have effect. The withdrawal of these declarations shall not have any effect on contracts already concluded.

Article 31

National transport or transport free of charge

Each State may, at the time of the signature of this Convention, of its ratification, its approval, its acceptance, its accession thereto or at any time thereafter, declare that it will also apply this Convention:

(a) to contracts of carriage according to which the port of loading or the place of taking over and the port of discharge or the place of delivery are located in its own territory;

(b) by derogation from article 1, paragraph 1, to carriage free of charge.

Article 32

Regional provisions concerning liability

1. Each State may, at the time of signature of this Convention, or of its ratification, its approval, its acceptance, its accession thereto or at any time thereafter, declare that in respect of the carriage of goods between ports of loading or places where goods are taken over and ports of discharge or places of delivery, of which either both are situated on its own territory or one is situated on its own territory and the other on the territory of a State which has made the same declaration, the carrier shall not be liable for damage caused by an act or omission by the master of the vessel, pilot or any other person in the service of the vessel, pusher or towed during navigation or during the formation of a pushed or towed convoy, provided that the carrier complied with the obligations set out for the crew in article 3, paragraph 3, unless the act or omission results from an intention to cause

damage or from reckless conduct with the knowledge that such damage would probably result.

2. The provision concerning liability referred to in paragraph 1 shall enter into force between two Contracting States when this Convention enters into force in the second State which has made the same declaration. If a State has made this declaration following the entry into force of the Convention for that State, the provision concerning liability referred to in paragraph 1 shall enter into force on the first day of the month following a period of three months as from the notification of the declaration to the depositary. The provision concerning liability shall be applicable only to contracts of carriage signed after its entry into force.

3. A declaration made in accordance with paragraph 1 may be withdrawn at any time by notification to the depositary. In the event of withdrawal, the provisions concerning liability referred to in paragraph 1 shall cease to have effect on the first day of the month following the notification or at a subsequent time indicated in the notification. The withdrawal shall not apply to contracts of carriage signed before the provisions concerning liability have ceased to have effect.

CHAPTER X

FINAL PROVISIONS

Article 33

Signature, ratification, acceptance, approval, accession

1. This Convention shall be open for signature by all States for one year at the headquarters of the depositary. The period for signature shall start on the day when the depositary states that all authentic texts of this Convention are available.

2. States may become Parties to this Convention:

- (a) by signature without reservation as to ratification, acceptance or approval;
- (b) by signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval;
- (c) by accession after the deadline set for signature.

3. Instruments of ratification, acceptance, approval or accession shall be deposited with the depositary.

Article 34

Entry into force

1. This Convention shall enter into force on the first day of the month following the expiration of a period of three months as from the date on which five States have signed this Convention without any reservation as to ratification, acceptance or approval or have deposited their instruments of ratification, acceptance, approval or accession with the depositary.

2. For each State which signs this Convention without any reservation as to ratification, acceptance or approval, or deposits the instruments of ratification, acceptance, approval or accession with the depositary after the entry into force of this Convention, the same shall enter into force on the first day of the month following the expiration of a period of three months as from the date of signing without any reservation as to ratification, acceptance or approval, or the deposit of the instruments of ratification, acceptance, approval or accession with the depositary.

Article 35

Denunciation

1. This Convention may be denounced by a State Party on the expiration of a period of one year following the date on which it entered into force for that State.
2. Notification of denunciation shall be deposited with the depositary.
3. The denunciation shall take effect on the first day of the month following the expiration of a period of one year as from the date of deposit of the notification of denunciation or after a longer period referred to in the notification of denunciation.

Article 36

Review and amendment

At the request of not less than one third of the Contracting States to this Convention, the depositary shall convene a conference of the Contracting States for revising or amending it.

Article 37

Revision of the amounts for limitation of liability and unit of account

1. Notwithstanding the provisions of article 36, when a revision of the amount specified in article 20, paragraph 1, or the substitution of the unit defined in article 28 by another unit is proposed, the depositary shall, when not less than one fourth of the States Parties to this Convention so request, submit the proposal to all members of the United Nations Economic Commission for Europe, the Central Commission for the Navigation of the Rhine and the Danube Commission and to all Contracting States and shall convene a conference for the sole purpose of altering the amount specified in article 20, paragraph 1, or of substituting the unit defined in article 28 by another unit.

2. The conference shall be convened at the earliest six months after the day on which the proposal was transmitted.

3. All Contracting States to this Convention are entitled to participate in the conference, whether or not they are members of the organizations referred to in paragraph 1.

4. The amendments shall be adopted by a majority of two thirds of the Contracting States to the Convention represented at the conference and taking part in the vote, provided that not less than one half of the Contracting States to this Convention are represented when the vote is taken.

5. During the consultation concerning the amendment of the amount specified in article 20, paragraph 1, the conference shall take account of the lessons drawn from the events having led to damage and in particular the amount of damage resulting therefrom, changes in monetary values and the effect of the proposed amendment on the cost of insurance.

6.

(a) The amendment of the amount in accordance with this article may take effect at the earliest five years after the day on which this Convention was opened for signature and at the earliest five years after the day on which an amendment made previously in accordance with this article entered into force.

(b) An amount may not be so increased as to exceed the amount of the maximum limits of liability specified by this Convention, increased by six per cent per

annum, calculated according to the principle of compound interest as from the day on which this Convention was opened for signature.

(c) An amount may not be so increased as to exceed the triple of the maximum limits of liability specified by this Convention.

7. The depositary shall notify all Contracting States of any amendment adopted in accordance with paragraph 4. The amendment is deemed to have been accepted after a period of eighteen months following the day of notification, unless during such period not less than one fourth of the States which were Contracting States at the time of the decision concerning the amendment have informed the depositary that they will not accept that amendment; in such case, the amendment is rejected and does not enter into force.

8. An amendment which is deemed to have been accepted in accordance with paragraph 7 shall enter into force eighteen months after its acceptance.

9. All Contracting States are bound by the amendment unless they denounce this Convention in accordance with article 35 not later than six months before the amendment enters into force. The denunciation takes effect when the amendment enters into force.

10. When an amendment has been adopted but the scheduled eighteenmonth period for acceptance has not elapsed, a State which becomes a Contracting State during that period is bound by the amendment if it enters into force. A State which becomes a Contracting State after that period is bound by an amendment accepted in accordance with paragraph 7. In the cases cited in the present paragraph, a State is bound by an amendment as soon as it enters into force or as soon as this Convention enters into force for that State if this takes place subsequently.

Article 38

Depositary

1. This Convention shall be deposited with the Government of the Republic of Hungary.

2. The depositary shall:

(a) communicate to all States which participated in the Diplomatic Conference for the Adoption of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway, for checking, the present Convention in the official language version which was not available at the time of the Conference;

(b) inform all States referred to under subparagraph (a) above of any proposal for the amendment of the text communicated in accordance with subparagraph (a) above;

(c) establish the date on which all official language versions of this Convention have been brought into conformity with each other and are to be considered authentic;

(d) communicate to all States referred to in subparagraph (a) above the date established in accordance with subparagraph (c) above;

(e) communicate to all States which were invited to the Diplomatic Conference for the Adoption of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway and to those which have signed this Convention or acceded thereto, certified true copies of this Convention;

(f) inform all States which have signed this Convention or acceded to it:

(i) of any new signature, notification or declaration made, indicating the date of the signature, notification or declaration;

(ii) of the date of entry into force of this Convention;

(iii) of any denunciation of this Convention and of the date on which such denunciation is to take effect;

(iv) of any amendment adopted in accordance with articles 36 and 37 of this Convention and of the date of entry into force of such amendment;

(v) of any communication required under a provision of this Convention.

3. After the entry into force of this Convention, the depositary shall transmit to the Secretariat of the United Nations a certified true copy of this Convention for registration and publication, in accordance with Article 102 of the Charter of the United Nations.

DONE AT Budapest on the twenty-second of June 2001 in a single original copy of which the Dutch, English, French, German and Russian texts are equally authentic.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized thereto by their Governments, have signed this Convention.

BUDIMPEŠTANSKA KONVENCIJA O UGOVORU O PREVOZU ROBE NA UNUTRAŠNjim VODNIM PUTEVIMA (CMNI)

DRŽAVE POTPISNICE ove konvencije,

UZIMAJUĆI U OBZIR preporuke iz Završnog akta Konferencije za evropsku bezbednost i saradnju od 1. avgusta 1975. godine vezane za usaglašavanje pravnih režima u interesu unapređenja prevoza od strane država članica Centralne komisije za plovību na Rajni i Dunavske komisije u saradnji s Ekonomskom komisijom Ujedinjenih nacija za Evropu,

SVESNE neophodnosti i poželjnosti uvođenja dogovornim putem određenih uniformnih propisa koji se odnose na ugovor o prevozu tereta na unutrašnjim vodnim putevima,

ODLUČILE su da u tom cilju zaključe Konvenciju i dogovorile se o sledećem:

GLAVA I OPŠTE ODREDBE

Član 1.

DEFINICIJE

U smislu ove Konvencije:

1. »ugovor o prevozu« označava svaki ugovor, bilo koje vrste, u skladu sa kojim se vozar obavezuje na prevoz robe na unutrašnjim vodnim putevima na osnovu plaćanja vozarine;

2. »vozar« predstavlja svako lice koje je ili u ime kojeg je sa krcateljem zaključen ugovor o prevozu;

3. »stvarni vozar« predstavlja svako lice, osim službenika ili zastupnika vozara, kome je vozar poverio obavljanje prevoza ili dela tog prevoza;

4. »krcatelj« predstavlja svako lice koje je ili u ime kojeg je ili za račun kojeg je sa vozarom zaključen ugovor o prevozu;

5. »primalac robe« predstavlja lice ovlašćeno da preuzme robu;

6. »prevozna isprava« označava ispravu kojom se potvrđuje ugovor o prevozu robe i prijem ili utovar robe na brod od strane vozara, sačinjen u formi teretnice ili tovarnog lista ili u formi bilo koje druge isprave koja se koristi u trgovini;

7. termin »roba« ne obuhvata tegljene ili potiskivane brodove, i ne uključuje prtljag i vozila putnika; kada je roba smeštena u kontejner, paletu, ili u sličnu opremu za transport ili kada je upakovana, izraz »roba« obuhvata i takvu transportnu opremu ili ambalažu ako ih je dostavio krcatelj;

8. izraz »u pismenoj formi«, osim ako se zainteresovana lica ne dogovore drugačije, obuhvata situaciju u kojoj se informacije prenose pomoću elektronskog, optičkog ili bilo kog drugog sličnog telekomunikacionog sredstva, uključujući, ali ne ograničavajući se time, telegraf, telefaks, teleks, elektronsku poštu ili elektronsku razmenu podataka (EDI), pod uslovom da su te informacije dostupne za kasnije korišćenje u svojstvu polaznih informacija;

9. »pravo države koje se primenjuje u skladu sa ovom konvencijom« označava pravne norme koje važe u datoj državi a koje ne potpadaju pod njene propise koji su deo međunarodnog privatnog prava.

Član 2.

OBLAST PRIMENE

1. Ova konvencija se primenjuje na svaki ugovor o prevozu u skladu sa kojim se luka ukrcaja ili mesto preuzimanja robe i luka iskrcaja ili mesto predaje robe nalaze u dve različite države od kojih je barem jedna država potpisnica ove konvencije. Ako ugovor predviđa mogućnost izbora između nekoliko luka iskrcaja ili mesta predaje, odlučujuća će biti stvarno odabrana luka iskrcaja ili mesto isporuke tereta.

2. Ako je predmet ugovora o prevozu na unutrašnjim vodnim putevima prevoz robe bez pretovara koji se obavlja kako na unutrašnjim vodnim putevima tako i na vodama na koje se primenjuju pomorski propisi, ova konvencija primenjuje se, takođe, i na taj ugovor ako su ispunjeni uslovi navedeni u stavu 1, osim slučajeva:

a) kada je u skladu sa odgovarajućim pomorskim propisima sačinjena pomorska teretnica, ili,

b) ako je put koji se prelazi vodama na koje se primenjuju pomorski propisi duži.

3. Ova konvencija se primenjuje bez obzira na državnu pripadnost broda, mesto upisa, luku pripadnosti ili činjenicu da taj brod spada u pomorske brodove ili brodove unutrašnje plovidbe, i bez obzira na državljanstvo, boravište, sedište ili prebivalište vozara, krcatelja ili primaoca tereta.

Glava II

PRAVA I OBAVEZE STRANA UGOVORNICA

Član 3.

PREUZIMANJE, PREVOZ I PREDAJA ROBE

1. Vozar je u obavezi da preveze robu u predviđenom roku i preda je primaocu robe u stanju u kojem je i primio teret.

2. Ako nije drugačije dogovoreno, preuzimanje i predaja robe obavlja se na brodu.

3. Vozar odlučuje o tome koji brod će on koristiti. On je obavezan da pre i na početku putovanja upotrebi dužnu pažnju kako bi se uverio da brod može prevesti utovarenu robu, da je sposoban za plovidbu, da je popunjen posadom i opremljen u skladu sa važećim propisima, kao i da poseduje državna i međunarodna ovlašćenja potrebna za prevoz predmetne robe.

4. Ako je ugovoreno da se prevoz mora obaviti određenim brodom ili tipom broda, vozar može ukrcati ili prekrcati robu u potpunosti ili delimično na drugi brod ili drugi tip broda bez saglasnosti krcatelja samo u sledećim slučajevima:

a) ako nastanu okolnosti, kao što su nizak vodostaj, sudar ili bilo koje druge prepreke koje utiču na plovidbu, koje je bilo nemoguće predvideti u momentu zaključivanja ugovora o prevozu, i koje u cilju realizacije ugovora o prevozu zahtevaju ukrcaj ili prekrcaj robe, i kada vozar ne može da u razumnom roku dobije uputstva od krcatelja, ili

b) kada je to u skladu sa običajima luke u kojoj se brod nalazi.

5. Pod uslovom da krcatelj ispuni svoje obaveze, vozar je dužan da se stara o tome da ukrcaj, slaganje i učvršćivanje robe ne utiču na bezbednost broda.

6. Vozar ima pravo da prevozi robu na palubi broda ili u otvorenim brodskim skladištima samo u slučaju da je to dogovoreno sa krcateljem ili ako je to u skladu s običajima u prevozu konkretne robe ili da to zahtevaju važeći propisi.

Član 4.

STVARNI PREVOZNIK

1. Ugovor koji je u skladu sa definicijom iz stava 1. člana 1. zaključen između vozara i stvarnog vozara predstavlja ugovor o prevozu u smislu ove konvencije. U svrhu takvog ugovora, sve odredbe ove konvencije koje se odnose na krcatelja primenjuju se na vozara, a odredbe koje se odnose na vozara primenjuju se na stvarnog vozara.

2. U slučaju da je vozar poverio obavljanje celokupnog prevoza ili jednog njegovog dela stvarnom vozaru, čak i kada je to dozvoljeno uslovima ugovora o prevozu, vozar je i dalje odgovoran za celokupni prevoz u skladu sa odredbama ove konvencije. Sve odredbe ove konvencije kojima se reguliše odgovornost vozara primenjuju se, takođe, i na odgovornost stvarnog vozara u odnosu na prevoz koji obavlja.

3. Vozar je dužan da, u svim slučajevima, obavesti krcatelja ako poverava obavljanje prevoza ili njegovog dela stvarnom vozaru.

4. Svaki dogovor sa krcateljem ili primaocem robe kojim se proširuje odgovornost vozara u skladu s odredbama ove konvencije obavezuje stvarnog vozara samo u meri u kojoj je on taj dogovor izričito i u pismenoj formi prihvatio. Stvarni vozar može iskoristiti sve prigovore koje može koristiti i vozar na osnovu ugovora o prevozu.

5. Ako i do koje mere su odgovorni i vozar i stvarni vozar, njihova odgovornost je solidarna. Ništa u ovom članu ne utiče na pravo regresa u njihovim međusobnim odnosima.

Član 5.

ROK PREDAJE

Vozar je dužan da preda robu u roku koji je dogovoren u ugovoru o prevozu ili, ako takav rok nije dogovoren, u roku koji bi bilo razumno zahtevati od pažljivog vozara, uzimajući u obzir okolnosti puta i nesmetane plovidbe.

Član 6.

OBAVEZE KRCATELJA

1. Krcatelj je dužan da izvrši plaćanja predviđena ugovorom o prevozu.
2. Krcatelj je dužan da dostavi vozaču, pre predaje robe istom, u pismenoj formi sledeće podatke o robi koja se prevozi:
 - a) dimenzije, broj koleta ili težinu i koeficijent slaganja robe,
 - b) oznake potrebne za identifikaciju robe,
 - c) vrstu, karakteristike i svojstva robe,
 - d) instrukcije koje se odnose na carinski ili administrativni režim koji se primenjuje na robu,
 - e) ostale potrebne podatke koji se navode u prevoznoj ispravi.
- Krcatelj je, osim ovoga, dužan da dostavi krcatelju prilikom predaje robe sva neophodna prateća dokumenta.
3. Krcatelj je dužan da, ako to zahteva vrsta robe, vodeći računa o dogovorenom prevozu, upakuje robu na način kojim bi se sprečio njen gubitak ili oštećenje od trenutka njenog preuzimanja od strane vozača pa sve do predaje kao i da preduzme potrebne mere da isključi mogućnost da ista nanese štetu brodu ili drugoj robi. Krcatelj je dužan da, osim toga, vodeći računa o dogovorenom prevozu, obezbedi odgovarajuće označavanje u skladu sa međunarodnim ili nacionalnim važećim propisom ili, kad takvih propisa nema, prema pravilima i običajima koji su opšte priznati u unutrašnjoj plovidbi.
4. Pod uslovom da vozač izvrši svoje obaveze, krcatelj je dužan da ukrca, složi i učvrsti robu u skladu sa pravilima i praksom opšteprihvaćenim u unutrašnjoj plovidbi, ako u ugovoru o prevozu nije drugačije navedeno.

Član 7.

OPASNA ROBA I ROBA KOJA ZAGAĐUJE ŽIVOTNU SREDINU

1. U slučaju prevoza opasne robe ili robe koja zagađuje životnu sredinu krcatelj je dužan da pre predaje robe pored podataka predviđenih stavom 2. člana 6, precizno obavesti vozača u pismenoj formi o opasnim karakteristikama robe i rizicima od zagađivanja koji su vezani za nju, kao i o merama predostrožnosti koje treba preduzeti.
2. Ako je za prevoz opasne robe ili robe koja zagađuje životnu sredinu potrebna dozvola, krcatelj predaje potrebna dokumenta najkasnije u trenutku predaje robe.
3. Ako nastavak prevoza, iskrcaj ili predaja opasne robe ili robe koja zagađuje životnu sredinu nisu mogući zbog nedostatka administrativne dozvole, troškove nastale vraćanjem robe u luku ukrcaja ili u najbliže mesto gde se roba može istovariti i predati ili uništiti, snosi krcatelj.
4. U slučaju neposredne opasnosti po život, imovinu ili životnu sredinu, vozač ima pravo da iskrci robu ili je učini neškodljivom, ili da je, ako je ta mera u skladu sa stepenom opasnosti koju predstavlja roba, uništi, čak i ako je pre preuzimanja robe

vozar bio obavešten ili je na neki drugi način saznao za opasan karakter ili za rizike od zagađenja koji su povezani sa tom robom.

5. Vozaar može zahtevati naknadu štete ako je ovlašćen da preduzima mere navedene u stavu 3. ili 4.

Član 8.

ODGOVORNOST KRCATELJA

1. Krcatelj, čak i ako mu se nikakva krivica ne može pripisati, snosi odgovornost za štetu i troškove koje su pretrpeli vozaar ili stvarni vozaar zbog činjenice da:

a) podaci ili informacije iz stava 2. člana 6. ili stava 1. člana 7. nedostaju, da su netačni ili nepotpuni,

b) opasna roba ili roba koja zagađuje životnu sredinu nije bila označena ili obeležena u skladu sa važećim međunarodnim ili nacionalnim propisima, ili, u slučaju da nema takvih propisa, u skladu sa pravilima i praksom opšteprihvaćenim u unutrašnjoj plovidbi,

s) nedostaju neophodni propratni dokumenti, ili su netačni ili nepotpuni.

Vozaar se ne može pozivati na odgovornost krcatelja ako je utvrđeno da je to krivica lično vozaara, njegovih zastupnika ili službenika. Isto pravilo se primenjuje i na stvarnog vozaara.

2. Krcatelj odgovara za radnje ili propuste lica kojima se služi u poslovanju u cilju ispunjenja zadataka i ispunjenja obaveza predviđenih članovima 6. i 7. kao za svoje lične radnje ili propuste, ako ta lica postupaju u okviru svojih službenih dužnosti.

Član 9.

RASKID UGOVORA O PREVOZU OD STRANE VOZARA

1. Vozaar može raskinuti ugovor o prevozu ako krcatelj nije ispunio svoje obaveze navedene u stavu 2. člana 6. ili stavovima 1. i 2. člana 7.

2. Ako vozaar iskoristi svoje pravo na raskid ugovora, on može iskrcati robu o trošku krcatelja i polagati pravo na isplatu sledećih iznosa po izboru:

a) trećinu ugovorene vozarine, ili,

b) pored eventualnih prekostojnica i naknadu u visini nastalih troškova i prouzrokovano gubitka i, ukoliko je putovanje već započelo, vozarinu proporcionalnu delu pređenog puta.

Član 10.

PREDAJA ROBE

1. Bez obzira na obavezu krcatelja navedenu u stavu 1. člana 6, primalac robe koji nakon dolaska robe u mesto predaje zahteva njenu predaju, odgovara u skladu sa ugovorom o prevozu za plaćanje vozarine i ostala potraživanja vezana za robu, kao i za svoj doprinos u slučaju zajedničke havarije. U slučaju da nema prevozne isprave ili ona nije dostavljena, primalac robe odgovara za vozarinu ugovorenu s krcateljem ako je to u skladu sa poslovnom praksom.

2. Predajom robe smatra se stavljanje na raspolaganje robe primaocu robe u skladu sa ugovorom o prevozu ili u skladu s običajima u prevozu konkretne robe, ili u skladu sa administrativnim propisima koji se primenjuju u luci iskrcaja. Predajom robe se smatra, takođe, i prinudna predaja robe vlastima ili trećoj strani.

Glava III

PREVOZNE ISPRAVE

Član 11.

VRSTA I SADRŽAJ

1. Vozar izdaje prevoznu ispravu za svaki prevoz robe koji je regulisan ovom konvencijom; on je dužan da izda teretnicu samo na zahtev krcatelja i ako je to dogovoreno pre ukrcaja robe ili pre nego što je roba preuzeta na prevoz. Ako nema prevozne isprave ili je ista nepotpuna, to ne utiče na valjanost ugovora o prevozu.

2. Original prevozne isprave potpisuje vozar, zapovednik broda ili lice koje je vozar ovlastio. Vozar može zahtevati da krcatelj overi potpisom original ili kopiju isprave. Potpis može biti napisan rukom, otisnut kao faksimil, perforiran, stavljen pečatom, napisan u obliku simbola ili nanet uz pomoć bilo kog drugog mehaničkog ili elektronskog sredstva ako to nije zabranjeno propisima države u kojoj se izdaje prevozna isprava.

3. Prevozna isprava je »prima facie« dokaz, dok se ne dokaže suprotno, o zaključenju i sadržaju ugovora o prevozu, kao i preuzimanju robe od strane vozara u cilju prevoza. Naročito, ona predstavlja osnovu za pretpostavku da je roba preuzeta na prevoz u stanju koji je naveden u preveznoj ispravi.

4. U slučaju ako je prevozna isprava teretnica, tada samo ona reguliše odnose između vozara i primaoca robe. Uslovi ugovora o prevozu i dalje određuju odnos između vozara i krcatelja.

5. Prevozna isprava, osim naziva, mora da sadrži sledeće podatke:

- a) naziv, boravište, sedište ili prebivalište vozara i krcatelja,
- b) naziv primaoca robe,
- c) ime ili broj broda ako je roba utovarena na brod ili napomenu u preveznoj ispravi da je roba preuzeta od strane vozara ali još nije ukrcana na brod,
- d) luku ukrcaja ili mesto preuzimanja robe i luku iskrcaja ili mesto predaje robe,
- e) uobičajenu oznaku vrste robe i vrstu ambalaže a za opasnu robu ili robu koja zagađuje životnu sredinu njihovu oznaku u skladu sa važećim propisima ili, ako takvih propisa nema, njihovu opštu oznaku,
- f) dimenzije, broj koleta ili težinu i identifikacione oznake robe ukrcane na brod ili preuzete radi prevoza,
- g) u odgovarajućim slučajevima, napomenu da roba mora ili može da se prevozi na palubi broda ili u otvorenim skladištima broda,
- h) ugovorene odredbe o vozarini,
- i) za tovarni list - precizno ukazivanje na to da li je on original ili kopija; za teretnicu – broj primeraka originala,
- j) mesto i datum izdavanja.

Nedostatak jednog ili više podataka iz ovog stava ne utiče na pravno svojstvo prevozne isprave u smislu stava 6. člana 1. ove konvencije.

Član 12.

PRIMEDBE U PREVOZNOJ ISPRAVI

1. Vozar ima pravo da u prevoznu ispravu unosi primedbe:

a) koje se odnose na dimenzije, broj koleta ili težinu robe, ako osnovano sumnja da su podaci koje je naveo krcatelj netačni ili ako nema dovoljno mogućnosti da proveri te podatke, naročito u slučaju kada roba nije prethodno prebrojana, premerena ili vagana u njegovom prisustvu ili kada su, bez izričitog dogovora o tome, dimenzije ili težina određeni merenjem gaza broda,

b) koje se odnose na identifikacione oznake koje nisu postavljene jasno i trajno na samoj robi ili, u slučaju upakovane robe, na kutiju (vreću, posude) ili koleta,

c) koje se odnose na stanje robe prema njenom spoljašnjem izgledu.

2. Ukoliko vozar propusti da prigovori na spoljašnji izgled robe ili ne unese primedbu s tim u vezi, smatra se da je on u prevoznoj ispravi naveo da je roba primljena u dobrom stanju prema spoljašnjem izgledu.

3. Ukoliko je, u skladu sa podacima koji su navedeni u prevoznoj ispravi, roba smeštena u kontejner ili u brodska skladišta i ako je plombirana od strane lica koja nisu ni vozar ni njegovi službenici ili zastupnici, i ako su kontejner i plombe stigli do luke iskrcaja ili mesta predaje neoštećeni i nepovređeni, smatra se da gubitak robe ili oštećenje iste nije nastalo za vreme prevoza.

Član 13.

TERETNICA

1. Originali teretnice predstavljaju hartije od vrednosti koje se izdaju na ime primaoca robe, po naredbi ili na donosioca.

2. Na odredištu roba se predaje samo u zamenu za prvi list originala teretnice; posle toga, ne može se zahtevati predaja robe u zamenu za predaju drugih originala.

3. U slučaju da se roba nalazi u posedu vozara, predaja teretnice licu koje je u skladu sa teretnicom ovlašćeno da primi robu proizvodi iste posledice kao i predaja robe u pogledu sticanja prava nad tom robom.

4. U slučaju da je teretnica predata trećem licu, uključujući i primaoca robe, koje je postupalo savesno oslanjajući se na opis robe koji je naveden u teretnici, nije dopušteno dokazivanje suprotnog u pogledu pretpostavki iz stava 3. člana 11. i stava 2. člana 12.

Glava IV

PRAVO NA RASPOLAGANJE ROBOM

Član 14.

NOSILAC PRAVA RASPOLAGANJA

1. Krcatelj ima pravo da raspolaže robom; On, naročito, može zahtevati da vozar prekine prevoz robe, da promeni mesto predaje ili preda robu primaocu koji nije onaj naveden u prevoznoj ispravi.

2. Pravo raspolaganja krcatelja prestaje od trenutka kada primalac robe po dolasku robe na predviđeno odredišno mesto zatraži predaju robe, i:

a) kada se prevoz vrši uz izdavanje tovarnog lista, od trenutka predaje originala primaocu robe,

b) kada se prevoz vrši uz izdavanje teretnice, od trenutka kada primalac robe preda drugom licu sve primerke originala koje on poseduje.

3. Odgovarajućom naznakom u tovarnom listu, krcatelj se može, u trenutku izdavanja istog, odreći svog prava raspolaganja u korist primaoca robe.

Član 15.

USLOVI OSTVARIVANJA PRAVA RASPOLAGANJA

1. Krcatelj ili, u slučajevima predviđenim stavovima 2. i 3. člana 14, primalac robe radi ostvarivanja svog prava raspolaganja dužan je da:

a) u slučaju kada je izdata teretnica, podnese sve originale teretnice pre dolaska robe u predviđeno mesto predaje,

b) u slučaju kada je izdata neka druga prevozna isprava, a ne teretnica, podnese tu ispravu koja mora sadržati nova uputstva za vozara,

c) nadoknadi vozaču sve troškove i štete nastale izvršavanjem uputstava,

d) u slučaju iskrcaja robe pre dolaska u predviđeno mesto predaje, isplati dogovorenu vozačinu u punom iznosu, osim ako u ugovoru o prevozu nije drugačije dogovoreno.

Glava V

ODGOVORNOST VOZARA

Član 16.

ODGOVORNOST ZA ŠTETU

1. Vozar je odgovoran za štetu nastalu gubitkom ili oštećenjem robe nakon njenog preuzimanja na prevoz do njene predaje, ili štetu nastalu zbog zakašnjenja u predaji robe, ako ne dokaže da je šteta nastala usled okolnosti koje pažljivi vozar nije mogao izbeći i čije posledice nije mogao sprečiti.

2. Odgovornost vozara za štetu nastalu gubitkom ili oštećenjem robe u periodu pre ukrcaja robe na brod ili nakon iskrcaja robe sa broda, utvrđuje se u skladu sa pravom države koje se primenjuje na ugovor o prevozu.

Član 17.

SLUŽBENICI I ZASTUPNICI VOZARA

1. Vozar odgovara za radnje i propuste svojih službenika i zastupnika čije usluge koristi u izvršenju ugovora o prevozu, kao za svoje lične radnje i propuste, ako ta lica postupaju u okviru svojih službenih dužnosti.

2. U slučaju da prevoz obavlja stvarni vozar u skladu sa članom 4, vozar je, takođe, odgovoran za radnje i propuste stvarnog vozara, njegovih službenika i zastupnika koji postupaju u okviru svojih službenih dužnosti.

3. U slučaju da je podneta tužba protiv službenika ili zastupnika vozara ili stvarnog vozara, ta lica imaju pravo da se pozivaju na ista ona isključenja i ograničenja odgovornosti na koja se vozar ili stvarni vozar mogu pozivati u smislu ove konvencije, ako dokažu da su postupali u okviru svojih službenih dužnosti.

4. Locman broda kojeg odredi nadležno telo i koji se ne može izabrati slobodno ne može se smatrati ni radnikom ni zastupnikom vozara u smislu stava 1.

Član 18.

POSEBNI SLUČAJEVI ISKLJUČENJA ODGOVORNOSTI

1. Vozar i stvarni vozar neće odgovarati ako je do gubitka, oštećenja ili zakašnjenja došlo zbog neke od dole navedenih okolnosti ili rizika:

a) radnji ili propusta krcatelja, primaoca robe ili lica koje je ovlašćeno da raspolaže robom,

b) rukovanja robom, ukrcaja, slaganja ili iskrcaja robe od strane krcatelja ili primaoca ili trećih lica koje rade za račun krcatelja ili primaoca,

c) prevoza robe na palubi broda ili u otvorenim skladištima broda, ako je to dogovoreno sa krcateljem ili je u skladu s običajima u prevozu konkretne robe ili to zahtevaju važeći propisi,

d) prirodnih osobina robe zbog kojih je roba izložena potpunom ili delimičnom gubitku ili oštećenju, posebno zbog lomova, rđe, truljenja, sušenja, curenja, normalnog kala (u zapremini ili težini) ili delovanja štetočina ili glodara,

e) odsustva ili neispravne ambalaže, ako je roba po svojoj prirodi podložna gubicima ili oštećenjima kada nije upakovana ili je ambalaža neispravna,

f) nedovoljnih ili netačnih identifikacionih oznaka robe,

g) pružanja pomoći ili spašavanja, ili pokušaja pružanja pomoći ili spašavanja na unutrašnjim vodnim putevima,

h) prevoza živih životinja, osim u slučaju da vozar nije preduzeo odgovarajuće mere ili nije poštovao uputstva predviđena ugovorom o prevozu.

2. Kada se, prema okolnosti konkretnog slučaja, šteta može pripisati jednom ili više rizika ili okolnosti nabrojanih u stavu 1. ovoga člana, smatra se da je prouzrokovana tim okolnostima ili tim rizicima. Ova pretpostavka ne važi ako oštećena strana dokaže da gubitak nije nastao ili nije nastao isključivo kao posledica jedne od okolnosti ili rizika nabrojanih u stavu 1. ovog člana.

Član 19.

OBRAČUN NAKNADE ŠTETE

1. U slučaju da je vozar odgovoran za potpuni gubitak robe, iznos naknade štete koju je dužan da plati jednaka je vrednosti robe u mestu i na dan njene predaje u skladu sa ugovorom o prevozu. Predaja robe neovlašćenom licu, smatra se njegovim gubitkom.

2. U slučaju delimičnog gubitka ili oštećenja robe, vozar odgovara samo do visine izgubljene vrednosti.

3. Vrednost robe utvrđuje se prema njenoj vrednosti na berzi, a ako ista ne postoji onda prema tržišnoj vrednosti ili, ako ne postoji ni jedna ni druga – u skladu sa uobičajenom vrednošću robe iste vrste i kvaliteta na odredištu.

4. U slučaju robe koja je po svojoj prirodi podložna kaliranju prilikom prevoza, vozar će, bez obzira na dužinu prevoza, odgovarati samo za onaj deo gubitka koji premašuje prirodno kaliranje (u zapremini ili težini) koje su strane ugovornice dogovorile u ugovoru o prevozu ili, ako ga nisu dogovorile, prema važećim propisima i uobičajenom praksom koja važi na odredištu.

5. Odredbe ovoga člana ne isključuju pravo vozara na vozarinu koja je predviđena ugovorom o prevozu ili, kad vozarina nije posebno dogovorena, onu koja je predviđena domaćim propisima ili običajima koji se primenjuju.

Član 20.

MAKSIMALNI IZNOSI OGRANIČENJA ODGOVORNOSTI

1. Uz poštovanje člana 21. i stava 4. ovog člana i bez obzira na bilo kakve zahteve koji se podnose protiv vozara, vozar ne odgovara ni u kom slučaju za iznose veće od 666,67 obračunskih jedinica po koletu ili drugoj jedinici tereta ili dve obračunske jedinice po kilogramu izgubljene ili oštećene robe, kako je navedeno u prevoznoj ispravi, prema tome koji je iznos viši. Ako je kolet ili druga jedinica tereta kontejner i ako u prevoznoj ispravi nije naveden broj koleta ili jedinica tereta koji su

upakovani u kontejner, iznos od 666,67 obračunskih jedinica zamenjuje se iznosom od 1500 obračunskih jedinica za prazan kontejner i, dodatno, iznos od 25 000 obračunskih jedinica za robu koja je smeštena u kontejner.

2. Ako se za grupisanje robe koristi kontejner, paleta ili slična oprema za transport, svako koletu ili druga jedinica tereta za koje je u prevoznjoj ispravi navedeno da se nalaze u ili na toj opremi za transport smatraju se posebnim koletom ili drugom jedinicom tereta. Osim navedenih izuzetaka, roba koja se nalazi u ili na takvoj opremi za transport smatra se jednom jedinicom tereta. U slučaju da se ova oprema za transport izgubi ili ošteti, ista se smatra posebnom jedinicom tereta, ako ona nije vlasništvo vozaara ili je on nije stavio na raspolaganje.

3. U slučaju štete nastale zbog zakašnjenja u isporuci, vozar odgovara samo u iznosu do vrednosti vozarine. Međutim, ukupan iznos naknade štete, obračunat na osnovu stava 1. i prve rečenice ovog stava, ne može biti viši od granične vrednosti koja se primenjuje na osnovu stava 1. u slučaju potpunog gubitka robe u pogledu koje je takva odgovornost nastala.

4. Maksimalni iznosi ograničenja odgovornosti navedeni u stavu 1. ne primenjuju se:

a) ako su priroda i viša vrednost robe ili opreme za transport izričito navedeni u prevoznjoj ispravi i ako vozar nije osporio te podatke, ili

b) kad su strane izričito ugovorile više granice odgovornosti.

5. Ukupan iznos naknade štete koji se može potraživati od vozaara, stvarnog vozaara i njihovih službenika i zastupnika za nanošenje jedne iste štete ne može u ukupnom iznosu biti veći od iznosa ograničenja odgovornosti predviđenih ovim članom.

Član 21.

GUBITAK PRAVA NA OGRANIČENJE ODGOVORNOSTI

1. Vozar ili stvarni vozar ne može se pozivati na isključenje ili ograničenje odgovornosti predviđene ovom konvencijom ili ugovorom o prevozu ako se dokaže da je on prouzrokovao štetu svojom radnjom ili propustom, s namerom da prouzrokuje takvu štetu ili s nemarom i sa znanjem da će do takvog oštećenja verovatno doći.

2. Isto tako, radnici i zastupnici koji postupaju po nalogu vozaara ili stvarnog vozaara ne mogu se pozivati na isključenje ili ograničenje odgovornosti predviđene ovom konvencijom ili ugovorom o prevozu, ako je dokazano da su oni prouzrokovali štetu na način opisan u stavu 1.

Član 22.

PRIMENA ODREDBI O ISKLJUČENJU I OGRANIČENJU ODGOVORNOSTI

Isključenja i oslobođenja od odgovornosti predviđeni ovom konvencijom ili ugovora o prevozu primenjuju se na sve tužbe povodom gubitka, oštećenja ili zakašnjenja u predaji robe koja je predmet ugovora o prevozu bez obzira na to da li se ta tužba zasniva na krivičnoj ili ugovornoj odgovornosti ili na nekoj drugoj pravnoj osnovi.

Glava VI

ROK ZA PODNOŠENJE ZAHTEVA

Član 23.

PRIJAVA ŠTETE

1. Priprihvatanje robe bez prigovora od strane primaoca robe je prima facie dokaz da je vozar isporučio robu u stanju i količini u kojoj mu je bila predata radi prevoza.

2. Vozar i primalac robe mogu zahtevati da se stanje i količina robe proveri u trenutku njene predaje uz prisustvo obe strane.

3. Ako su gubici i štete na robi vidljivi, svaki prigovor primaoca mora biti sačinjen u pisanoj formi, ukazujući na opštu prirodu štete, najkasnije u trenutku isporuke, osim ako su primalac robe i vozar zajednički izvršili proveru stanja robe.

4. Ako gubici i štete na robi nisu vidljivi, svaki prigovor primaoca mora biti sačinjen u pisanoj formi, ukazujući na opštu prirodu štete, najkasnije u roku od 7 uzastopnih dana od trenutka isporuke. U ovom slučaju, oštećena strana mora dokazati da je šteta prouzrokovana u periodu dok je roba bila pod nadzorom vozara.

5. Nikakva nadoknada štete se ne duguje za štete koje nastanu kao posledica zakašnjenja u isporuci, osim ako primalac dokaže da je obavestio vozara o kašnjenju u roku od 21 uzastopnog dana nakon isporuke robe i da je to obaveštenje stiglo do vozara.

Član 24.

ZASTAREVANJE PRAVA NA PODNOŠENJE TUŽBE

1. Sve tužbe vezane za ugovor čije su odredbe regulisane ovom konvencijom zastarevaju u roku od godinu dana od dana kada je roba predata ili je trebala biti predata primaocu robe. Dan početka zastarelosti nije obuhvaćen rokom.

2. Lice protiv kojeg je podneta tužba može u svakom trenutku, tokom roka zastarelosti, produžiti taj rok upućivanjem oštećenom licu odgovarajuće izjave u pismenoj formi. Ovaj se rok može ponovo produžiti putem jedne ili više drugih izjava.

3. Zastoj i prekid roka zastarevanja regulišu se pravom države koji se primenjuje na ugovor o prevozu. Podnošenje zahteva za vreme sudskog postupka radi primene prava na ograničenje odgovornosti za svako potraživanje koje proizlazi iz događaja koji je prouzrokovao štetu, prekida zastarevanje.

4. Tužba za naknadu štete protiv osobe koja se smatra odgovornom prema ovoj Konvenciji može se podneti i nakon isteka roka zastarelosti koji je predviđen u stavu 1. i 2. ovog člana, ako je podneta u roku od 90 dana od dana kada je osoba koja podnosi tužbu za naknadu štete namirila potraživanja ili je bila pozvana na sud ili ako se postupak vodio u dužem roku od onog koji je predviđen propisom države gde se postupak vodi.

5. Pravo na podnošenje tužbe po isteku roka zastarelosti ne može se realizovati u obliku protivtužbe ili **prebijanja potraživanja (prigovora)**.

Glava VII

GRANICE SLOBODE UGOVARANJA

Član 25.

NIŠTAVNOST UGOVORNIH ODREDBI

1. Svaka ugovorna odredba kojom se predviđa isključivanje, ograničavanje ili, u skladu sa odredbama stava 4. člana 20, povećavanje, u smislu ove konvencije,

odgovornosti vozača, stvarnog vozača ili njihovih službenika ili zastupnika, prebacivanje tereta dokazivanja ili skraćivanje rokova za potraživanje ili zastarevanje navedenih u članovima 23. i 24. je ništava. Takođe, ništava je svaka odredba kojom se predviđa ustupanje vozaču prihoda od osiguranja robe.

2. Bez obzira na odredbe stava 1. ovog člana i bez štete po član 21, dozvoljene su ugovorne odredbe koje određuju da vozač ili stvarni vozač ne odgovaraju za štetu koja je nastala:

a) radnjom ili propustom zapovednika broda, locmana ili bilo kog drugog lica koje radi na brodu, potiskivaču ili tegljaču, tokom plovidbe ili za vreme sastavljanja ili rastavljanja potiskivanog ili tegljenog sastava, pod uslovom da je vozač ispunio obavezu koje se odnose na posadu predviđene u članu 3. stavu 3., osim kad postupak ili propust proizilaze iz namere da se počinji šteta ili iz grube nemarnosti sa znanjem da će takva šteta verovatno nastati,

b) usled požara ili eksplozije na brodu kada nije moguće dokazati da je požar ili eksplozija posledica greške vozača, stvarnog vozača, njihovih službenika ili zastupnika odnosno zbog neispravnosti broda,

c) zbog neispravnosti sopstvenog ili iznajmljenog odnosno čarterovanog broda koje su postojale pre početka putovanja, ako se dokaže da te neispravnosti nisu mogle biti otkrivene pre početka putovanja uprkos upotrebe dužne pažnje.

Glava VIII

DOPUNSKÉ ODREDBE

Član 26.

ZAJEDNIČKA HAVARIJA

Ova konvencija ne utiče na primenu odredbi ugovora o prevozu ili domaćeg prava koje se odnose na obračun visine iznosa šteta i obaveznih doprinosa koji se naplaćuju u slučaju zajedničke havarije.

Član 27.

DRUGE ODREDBE KOJE SE PRIMENJUJU I NUKLEARNA ŠTETA

1. Ova Konvencija ni na koji način ne utiče na prava i obaveze vozača koje proizlaze iz međunarodnih Konvencija ili iz odredbi domaćeg prava o ograničenju odgovornosti vlasnika brodova unutrašnje plovidbe ili pomorskih brodova.

2. Vozač je oslobođen od odgovornosti u smislu ove Konvencije za štete prouzrokovane nuklearnim incidentom kada su korisnik nuklearnih uređaja ili neka druga ovlašćena osoba odgovorni za tu štetu u smislu zakonskih odredbi i pravila države kojima se reguliše odgovornost u oblasti nuklearne energije.

Član 28.

OBRAČUNSKA JEDINICA

Obračunska jedinica navedena u članu 20. ove konvencije je jedinica specijalnog prava vučenja kako je određena od strane Međunarodnog monetarnog fonda. Iznosi navedeni u članu 20. preračunavaju se u domaću valutu države u skladu sa vrednošću te valute na dan donošenja presude ili na dan koji su strane sporazumno odredile. Vrednost domaće valute Strane ugovornice izražene u jedinicama specijalnog prava vučenja obračunava se u skladu sa metodom određivanja vrednosti koju tog dana primenjuje Međunarodni monetarni fond za svoje operacije i transakcije.

Član 29.

DODATNE NACIONALNE ODREDBE

1. U slučajevima koji nisu predviđeni ovom konvencijom na ugovor o prevozu primenjuje se pravo države koje su stranke izabrale.

2. Ako takav dogovor nije postignut, primenjuje se pravo države sa kojom je ugovor o prevozu najbliže povezan.

3. Smatra se da je ugovor o prevozu najbliže povezan s državom u kojoj se nalazi glavno sedište vozara u trenutku zaključenja ugovora kao i ako je luka ukrcaja ili mesto preuzimanja robe ili luka iskrcaja ili odredišno mesto ili glavno sedište krcatelja takođe u toj državi. Ako vozar nema sedište na kopnu i ako je zaključio ugovor o prevozu na svom brodu, smatra se da je ugovor o prevozu najuže povezan s državom u kojoj je brod upisan ili čiju zastavu vije, ako je luka ukrcaja ili mesto preuzimanja robe ili luka iskrcaja ili odredišno mesto ili glavno sedište krcatelja takođe u toj državi.

4. Pravo države u kojoj se roba nalazi primenjuje se na stvarnu garanciju za potraživanja vozara navedenih u stavu 1. člana 10.

Glava IX

IZJAVE O PODRUČJU PRIMENE

Član 30.

PREVOZ NA ODREĐENIM VODNIM PUTEVIMA

1. Svaka država može, u trenutku potpisivanja ove konvencije ili predavanja instrumenata o ratifikaciji, prihvatanju, odobravanju ili pristupanju, dati izjavu da neće primenjivati ovu konvenciju na ugovore koji se odnose na prevoze koji se obavljaju na određenim vodnim putevima koji se nalaze na njenoj teritoriji i na koje se ne primenjuju međunarodna pravila o plovidbi i koji ne povezuju međunarodne vodne puteve. Međutim, takva izjava ne može se odnositi na sve glavne vodne puteve te države.

2. U slučaju da je cilj ugovora o prevozu prevoz robe bez pretovara kako na vodnim putevima koji nisu navedeni u izjavi iz stava 1. ovog člana, tako i na vodnim putevima navedenim u toj izjavi, ova konvencija se, takođe, primenjuje na taj ugovor osim ako je rastojanje koje treba preći vodnim putevima navedenim u izjavi iz stava 1. ovog člana duže.

3. Ako je izjava data shodno stavu 1. ovog člana, bilo koja druga Strana ugovornica može dati izjavu da ona takođe neće primenjivati odredbe ove konvencije u odnosu na ugovore navedene u datoj izjavi. Izjava data shodno ovom stavu primenjivaće se od momenta stupanja na snagu ove konvencije za državu koja je dala izjavu u skladu sa stavom 1, ali najranije u trenutku stupanja na snagu ove konvencije za državu koja je dala izjavu shodno ovom stavu.

4. Izjave predviđene stavovima 1. i 3. ovog člana mogu se u svakom trenutku u potpunosti ili delimično opozvati, preko odgovarajućeg obaveštenja depozitaru, uz navođenje datuma kada će one prestati da važe. Opoziv ovih izjava ne odnosi se na već zaključene ugovore.

Član 31.

DOMAĆI ILI BESPLATNI PREVOZI

Svaka država može u trenutku potpisivanja ove konvencije ili predavanja instrumenata o ratifikaciji, prihvatanju, odobravanju ili pristupanju, ili u svakom

drugom trenutku posle toga, dati izjavu da će ona takođe primenjivati odredbe ove konvencije:

a) na ugovore o prevozu prema kojima se luka ukrcaja ili mesto preuzimanja robe i luka iskrcaja ili mesto predaje robe nalaze na njenoj teritoriji,

b) bez obzira na odredbe stava 1. člana 1. – i na besplatne prevoze.

Član 32.

REGIONALNE ODREDBE O ODGOVORNOSTI

1. Svaka država može u trenutku potpisivanja ove konvencije ili predavanja instrumenata o ratifikaciji, prihvatanju, odobravanju ili pristupanju, ili u svakom drugom trenutku posle toga, dati izjavu da u pogledu prevoza roba koji se vrše između luka ukrcaja ili mesta preuzimanja robe i luka iskrcaja ili mesta predaje robe, ako se oba nalaze na njenoj teritoriji ili ako se jedno od njih nalazi na njenoj teritoriji a drugo na teritoriji države koja je dala istu takvu izjavu, vozar ne odgovara za štetu nastalu radnjom ili propustom zapovednika broda, locmana ili bilo kojeg drugog lica zaposlenog na brodu, potiskivaču ili tegljaču tokom plovidbe ili za vreme sastavljanja ili rastavljanja potiskivanog ili tegljenog sastava, pod uslovom da je vozar ispunio obaveze koje se odnose na posadu predviđene stavom 3. člana 3, osim ako te radnje ili propusti nisu izvršeni u nameri da se nanese šteta ili iz grube nemarnosti sa saznanjem da će do takve štete verovatno doći.

2. Odredba predviđena stavom 1. koja se odnosi na odgovornost stupa na snagu u odnosu na obe Strane ugovornice u trenutku stupanja na snagu ove konvencije u drugoj državi koja je dala istu takvu izjavu. Ako država daje ovakvu izjavu nakon što za nju ova konvencija stupi na snagu, odredba o odgovornosti navedena u stavu 1. stupa na snagu prvog dana meseca koji sledi posle isteka roka od tri meseca posle obaveštavanja depozitara o takvoj izjavi. Odredba o odgovornosti primenjuje se samo na ugovore o prevozu koji su zaključeni posle njenog stupanja na snagu.

3. Izjava data u skladu sa stavom 1. može se opozvati u svakom trenutku putem obaveštenja depozitaru. U slučaju opoziva, odredba o odgovornosti navedena u stavu 1. prestaje da važi prvog dana meseca koji sledi posle obaveštenja ili u nekom kasnijem trenutku navedenom u izjavi. Opoziv izjave se ne primenjuje na ugovor o prevozu koji je zaključen pre nego što je odredba o odgovornosti prestala da važi.

Glava X

ZAVRŠNE ODREDBE

Član 33.

POTPISIVANJE, RATIFIKACIJA, PRIHVATANJE, ODOBRAVANJE, PRISTUPANJE

1. Ova konvencija je otvorena za potpisivanje od strane svih država, u sedištu depozitara, u roku od godinu dana. Konvencija će biti otvorena za potpisivanje od trenutka kada depozitar izjavi da su svi originalni tekstovi ove konvencije dostupni.

2. Države mogu postati strane ove konvencije:

a) njenim potpisivanjem bez uslova ratifikacije, prihvatanja ili odobravanja,

b) njenim potpisivanjem uz uslov ratifikacije, prihvatanja ili odobravanja, sa naknadnom ratifikacijom, prihvatanjem ili odobravanjem,

c) pristupanjem nakon isteka roka za potpisivanje.

3. Instrumenti o ratifikaciji, prihvatanju, odobravanju ili pristupanju, deponuju se kod depozitara.

Član 34.

STUPANJE NA SNAGU

1. Ova konvencija stupa na snagu prvog dana meseca koji sledi posle isteka roka od tri meseca od dana kada pet država potpiše ovu konvenciju bez uslova ratifikacije, prihvatanja ili odobravanja ili deponuje kod depozitara svoje instrumente o ratifikaciji, prihvatanju, odobravanju ili pristupanju.

2. Za svaku državu koja potpiše ovu konvenciju bez uslova ratifikacije, prihvatanja ili odobravanja ili deponuje kod depozitara svoje instrumente o ratifikaciji, prihvatanju, odobravanju ili pristupanju posle stupanja na snagu ove konvencije, ista stupa na snagu prvog dana meseca koji sledi posle isteka roka od tri meseca od dana potpisivanja bez uslova ratifikacije, prihvatanja ili odobravanja ili deponovanja kod depozitara instrumenata o ratifikaciji, prihvatanju, odobravanju ili pristupanju.

Član 35.

OTKAZIVANJE

1. Država potpisnica može otkazati ovu konvenciju po isteku roka od godinu dana od dana njenog stupanja na snagu za tu državu.

2. Obaveštenja o otkazivanju se deponuju kod depozitara.

3. Otkaz stupa na snagu prvog dana meseca koji sledi posle isteka roka od godinu dana od dana deponovanja obaveštenja o otkazivanju ili posle isteka dužeg roka koji je naveden u obaveštenju o otkazivanju.

Član 36.

REVIZIJA I IZMENE

Na zahtev najmanje jedne trećine Strana ugovornica ove konvencije, depozitar saziva konferenciju Strana ugovornica radi revizije ili unošenja izmena u ovu konvenciju.

Član 37.

REVIZIJA IZNOSA OGRANIČENJA I OBRAČUNSKIH JEDINICA

1. Bez obzira na odredbe člana 36, ako se predlaže revizija iznosa utvrđenih u stavu 1. člana 20. ili zamena jedinice određene u članu 28. sa nekom drugom jedinicom, depozitar, na zahtev najmanje jedne četvrtine država potpisnica ove konvencije, dostavlja taj predlog svim članicama Ekonomske komisije Ujedinjenih nacija za Evropu, Centralne komisije za plovidbu na Rajni i Dunavske komisije, kao i svim Stranama ugovornicama i saziva konferenciju sa predlogom za reviziju iznosa utvrđenih stavom 1. člana 20. ili zamenu jedinice utvrđene u članu 28. sa nekom drugom jedinicom.

2. Konferencija će biti sazvana najranije po isteku šest meseci od dana dostavljanja predloga.

3. Sve Strane ugovornice ove konvencije imaju pravo da učestvuju u radu konferencije, bez obzira da li su one članice organizacija navedenih u stavu 1. ili nisu.

4. Izmene se usvajaju većinom od dve trećine Strana ugovornica ove konvencije koje su prisutne na konferenciji i koje su učestvovalе u glasanju, pod uslovom da je najmanje polovina Strana ugovornica ove konvencije zastupljeno za vreme glasanja.

5. Tokom konsultacija o reviziji iznosa utvrđenih u stavu 1. člana 20. konferencija uzima u obzir rezultate događaja koji su izazvali štetu i naročito visinu štete koja je

prouzrokovana tim događajima, promenu vrednosti valute i uticaj predloženih izmena na iznos osiguranja.

6.

(a) Promena iznosa u skladu sa ovim članom može stupiti na snagu najranije po isteku roka od pet godina od dana otvaranja ove konvencije za potpisivanje i najranije po isteku roka od pet godina od dana stupanja na snagu izmene koja je usvojena ranije u skladu sa ovim članom.

(b) Iznos se ne može uvećati u toj meri da njegova vrednost prekorači iznos koji odgovara maksimalnom ograničenju odgovornosti utvrđenom ovom konvencijom, uvećanim za 6 odsto godišnje, obračunat po principu kamate na kamatu počev od dana otvaranja ove konvencije za potpisivanje.

(c) Iznos se ne može uvećati u toj meri da njegova vrednost prekorači iznos koji odgovara trostrukom maksimalnom ograničenju odgovornosti utvrđenom ovom konvencijom.

7. Depozitar obaveštava sve Strane ugovornice o svakoj izmeni koju je konferencija usvojila u skladu sa stavom 4. Izmena se smatra usvojenom po isteku roka od osamnaest meseci od dana obaveštenja, osim ako u tom roku najmanje jedna četvrtina država koje su bile Strane ugovornice u trenutku usvajanja date izmene ne obavesti depozitara da one ne prihvataju datu izmenu; u tom slučaju izmena se odbacuje i ne stupa na snagu.

8. Izmena koja se smatra usvojenom u skladu sa stavom 7. stupa na snagu po isteku osamnaest meseci od njenog usvajanja.

9. Izmena je obavezujuća za sve Strane ugovornice, osim ako one ne otkazu ovu konvenciju u skladu sa članom 35. najkasnije šest meseci pre stupanja izmene na snagu. Otkaz stupa na snagu od dana stupanja izmene na snagu.

10. Ako je konferencija usvojila izmenu, a rok od osamnaest meseci predviđen za njeno prihvatanje od strane država nije istekao, država koja postaje država ugovornica tokom tog perioda vezana je izmenom ukoliko ova stupi na snagu. Država koja postane država ugovornica nakon isteka tog perioda vezana je izmenom prihvaćenom u skladu sa članom 7. U slučajevima koji su navedeni u ovom stavu, država je vezana izmenom od njenog stupanja na snagu ili od stupanja na snagu Konvencije za tu državu ukoliko Konvencija stupa na snagu kasnije.

Član 38.

DEPOZITAR

1. Ova konvencija deponuje se kod Vlade Republike Mađarske.

2. Depozitar:

a) dostavlja svim državama učesnicama Diplomatske konferencije za usvajanje Budimpeštanske konvencije o ugovoru o prevozu robe na unutrašnjim vodnim putevima, radi provere, tekst ove konvencije na službenom jeziku koji nije bio dostupan tokom konferencije,

b) obaveštava sve države navedene u podstavu a) o predlozima za unosenje izmena u tekst koji je dostavljen u skladu sa podstavom a),

c) određuje dan od kojeg se tekstovi ove konvencije na svim službenim jezicima smatraju usaglašenim i podjednako verodostojnim,

d) obaveštava sve države navedene u podstavu a) o danu određenom u skladu sa podstavom s),

e) dostavlja svim državama koje su pozvane da učestvuju na Diplomatskoj konferenciji za usvajanje Budimpeštanske konvencije o ugovoru o prevozu robe na unutrašnjim vodnim putevima i državama koje su potpisale ovu konvenciju ili su joj pristupile, overenu originalnu kopiju ove konvencije,

f) obaveštava sve države koje su potpisale ovu konvenciju ili su joj pristupile:

i) o svakom novom potpisivanju, svakom obaveštenju, kao i o svakoj izjavi uz navođenje dana potpisivanja, obaveštenja ili izjave,

ii) o danu stupanja na snagu ove konvencije,

iii) o svakom otkazivanju ove konvencije uz navođenje dana od kojeg se ova Konvencija smatra otkazanom,

iv) o svakoj izmeni usvojenoj u skladu sa članovima 36. i 37. ove konvencije uz navođenje dana njenog stupanja na snagu,

v) o svakom obaveštenju u skladu sa odredbama ove konvencije.

3. Nakon stupanja na snagu ove konvencije, depozitar dostavlja Sekretarijatu Ujedinjenih nacija overenu originalnu kopiju ove konvencije radi njene registracije i objavljivanja u skladu sa članom 102. Povelje Ujedinjenih nacija.

SAČINJENO u Budimpešti, 22. juna 2001. godine u jednom originalnom primerku čiji su tekstovi na nemačkom, engleskom, francuskom, holandskom i ruskom jeziku podjednako verodostojni.

U POTVRDU NAVEDENOG dole potpisani predstavnici, za to propisno ovlašćeni od svojih vlada, potpisali su ovu konvenciju.

Član 3.

Republika Srbija će prilikom deponovanja ratifikacionog instrumenta dati izjavu sledeće sadržine: „U skladu sa članom 31. stav a. Budimpeštanske konvencije o ugovoru o prevozu robe unutrašnjim vodnim putevima, Republika Srbija izjavljuje da će primenjivati odredbe Budimpeštanske konvencije o ugovoru o prevozu robe unutrašnjim vodnim putevima i na ugovore o prevozu robe prema kojima se luka ukrcaja ili mesto preuzimanja robe i luka iskrcaja ili mesto predaje robe nalaze na njenoj teritoriji.“

Član 4.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori“.