

ORGANISATION FOR COOPERATION BETWEEN RAILWAYS (OSJD)

VII Edition

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**RULES FOR THE USE
OF LARGE-CAPACITY CONTAINERS
IN INTERNATIONAL RAIL TRAFFIC**

Effective date: January 1, 1998

(including amendments and additions as of October 13, 2023)

These Rules contain the terms of use and requirements for large-capacity containers in international rail traffic between the OSJD member carriers (hereinafter referred to as the Parties) and serve as a recommendation.

§ 1. GENERAL PROVISIONS

1.1. Large-capacity containers that meet the requirements of international agreements, standards and technical regulations governing their parameters and permitting their use for international transport by rail are used for international freight transportation.

1.2. Containers shall bear the following signs and inscriptions:

- owner code and container number;
- type and size code;
- country code;
- maximum (advertized) gross weight and tare weight of a container;
- date of the next scheduled checkup.

1.3. The container must have attached to it:

- The International Convention for Safe Containers (CSC) container compliance plate;
- Customs Convention on Containers (CCC) compliance plate.

§ 2. CONTAINER HANDOVER

2.1. Transfer of containers between Parties is carried out using a transfer bill (Annex 1 to these Rules) accounting for container numbers, drawn up by the handover Party at the transfer station. Six copies are printed (three copies for handover RU and three copies for accepting RU).

In case of any changes of transfer stations, the infrastructure manager, where the changes have taken place, shall inform all Parties and the OSJD Committee about it.

2.2. The transfer bills shall be signed by authorized representatives of both Parties, and the container transfer date shall be recorded. Containers shall be considered handed over and accepted from the time of signing of the container transfer bills and date-stamping by both Parties.

2.3. Containers shall be handed over in technically sound and commercially viable condition. Empty containers shall be cleaned from the remains of transported goods, fastenings, and if necessary, disinfected or washed..

2.4. The procedure for container handovers between Parties shall be established by the Parties, in compliance with international agreements, national legislation and treaties.

2.5. It is not allowed to hand over loaded and empty containers with defects that threaten the safety of cargo, traffic safety and handling of containers, listed in Annex 2 to these Rules. If containers with said defects are presented for handover,

the accepting Party shall draw up an appropriate report. Acceptance of such containers is authorized by agreement between the handing over Party and the accepting Party.

Loaded containers with defects (damages) that do not threaten the safety of train traffic and the safety of the transported cargo shall be allowed through to the destination station. In this case, an appropriate report is drawn up.

Empty containers with defects specified in paragraphs 6 and 10 of Annex 2 to these Rules, resulting from the natural wear and tear of containers, may be handed over in a defective condition when they are sent to the country of the container owner for regular scheduled inspection and repair. An appropriate note of this shall be made in the consignment note.

2.6. Container handover and transport is carried out on the basis of the Agreement on International Goods Transport by Rail (SMGS) and the SMGS Service Instructions (SMGS SI), the Uniform Legal Requirements for the Contract for the International Carriage of Goods by Rail (CIM) and other regulatory documents.

§ 3. CONTAINER TRANSPORT

3.1. Carriage of a loaded or an empty container shall be documented by a consignment note as required by the applicable legal regulations.

3.2. Container transportation is performed between stations open for containerized freight operations.

Carriage of containers to destination stations not open for container freight operations may be performed when agreed between the carrier holding a contract of carriage with the consignor and the handover carrier.

3.3. Containers shipped to destinations open for container freight operations at designated areas shall be delivered to a single consignee without sorting en-route.

§ 4. PROCEDURE FOR THE USE OF CONTAINERS AND PAYMENTS FOR CONTAINER USE

4.1. Container use, accounting, tracking and return, as well as settlement procedures, are governed by bilateral and multilateral agreements.

Carriers are responsible for the transport of containers in line with the SMGS, CIM and other legal documents governing the international transport of goods.

4.2. The accepting rail undertaking shall be responsible for the safety of containers from the moment of the transfer bill execution by the accepting carrier's agent pursuant to paragraph 2.3 of Art. 2 of these Rules.

§ 5. CONTAINER MAINTENANCE AND REPAIR

5.1. Container preparation for loading, repair of containers damaged at the fault of a container user (irrespective of container ownership) shall be the responsibility of the container user.

5.2. When a damaged container is repaired, its structural design shall be preserved and signs and inscriptions required by paragraph 1 of these Rules shall be fully restored.

If certification is required upon repair of the container, it shall be carried out by the relevant bodies at the expense of the user who caused the damage, with the consent of the container owner.

5.3. Regular inspection of containers and necessary repairs shall be arranged by the container owner within the time frames stipulated by international regulations.

5.4. It is forbidden to provide for loading the containers intended for carriage in international traffic, if their regular certification expires in 2 months.

§ 6. CONTAINER LOSS

6.1. Carrier shall be liable for loss or damage to the container from the moment of acceptance for shipment to the moment of handover, unless he proves that the damage occurred beyond his fault.

6.2. An application for a container search may be filed by the sender, consignee and container owner with the contractual carrier or the handover carrier.

6.3. The carrier that has accepted the application shall search for the container and request information about the acceptance of the container for carriage, its transfer between carriers, its arrival at the destination station and its release to the consignee from the carriers involved in the service.

6.4. A carrier that finds a container or establishes the fact of its loss shall notify the carrier that accepted the application for the recovery of the container.

§ 7. AMENDMENTS AND ADDITIONS

All other amendments and additions to these Rules are approved at the meeting of the OSJD Commission on Freight Traffic by a majority (2/3) of votes of the authorized representatives present at such a meeting.

Annex 1
To the Rules

Transfer bill number _____

Handover RU (name and code) (Rail undertaking)	Accepting RU (name and code) (Rail undertaking)	Handover station
		Train number
		Date

№	Wagon number and owner name	Seals		Consignment number	Contract of carriage date	Station		Number of places and type of packaging (loaded container number)	Cargo name	Cargo weight, kg	Notes
		Quantity	Signs			Departure	Destinat ion				
1	2	3	4	5	6	7	8	9	10	11	12
Date stamp of handover RU			Signature of handover RU			Date stamp of accepting RU			Signature of accepting RU		

Annex 2
To the Rules

**LIST of defects presence of which bans containers from
use in international transport**

Type of defect	Limit values of defects
1. General container damage контейнера	Transverse and longitudinal cracks, breakage and potholes in the floor, damage in the walls, doors, roof, pillars and base, opening access to cargo or causing penetration of precipitation and water, spoilage of cargo, endangering safety of staff engaged in container carriage and handling.
2. Damage to corner posts	More than 20 mm deep over a length in excess of 300 mm.
3. Damage to beams	25 mm deep over a length in excess of 200 mm; damage to more than 1/3 of the beam length; cracks deeper than 50% of the cross-section.
4. Damage to longitudinal beams	Bends, cracks and fractures, dents, holes, etc., including in the area of forklift openings.
5. Convexity of any size	Extending more than 60 mm beyond the container dimension.
6. Inward warping of container walls skin	Over 40 mm inward warping of side and end walls in the area of 500 x 500 mm.
7. Corrosion on metal walls skin , roof and doors of a container	More than 20% of the metal thickness and more than 25% of container surface.
8. Fittings	Broken, missing or cracked.
9. Doors and lock damage	Bending of the latch, handles, shutter; broken or torn locks and hinges, lack of door seals, deformation of the door leaf.
10. Examination date	Overdue.
11. Marks	Damage to or mismatch of signs and inscriptions on a container making them difficult to read. Illegible, damaged or missing plates. Container number with an wrong control symbol or an invalid letter code. Container has two or more different numbers. No size code on the container.