

**ORGANISATION FOR CO-OPERATION BETWEEN
RAILWAYS
(OSJD)**



SERVICE INSTRUCTIONS
**TO THE AGREEMENT ON INTERNATIONAL RAILWAY
FREIGHT COMMUNICATIONS**
(SI TO SMGS)

**Applicable from 1 November 1951
with amendments and supplements as of 1 July 2024**

1. INTRODUCTORY PROVISIONS

1.1. Service Instructions to the Agreement on International Railway Freight Communications (hereinafter referred to as SI to SMGS) is pursuant to Article 54 SMGS "Service Instructions to the Agreement".

1.2. SI to SMGS shall apply to relations between the carriers involved in the carriage of goods under SMGS agreement. SI to SMGS shall not apply to legal relations between the consignors and consignees on the one hand, and the carriers, on the other hand.

1.3. SI to SMGS shall apply unless otherwise agreed between the SMGS participating carriers.

2. RECONSIGNMENT INVOICE SHEET

(Explanatory notes to the box "Carrier's remarks" of point 8 in the consignment note, points 27.4, 32.2, 33 of the Rules for the Carriage of Goods)

2.1. A reconsignment invoice sheet (Appendix 1.1 and 1.2 of SI to SMGS) is the carrier's document that he shall draw up in order to dispatch a portion of goods from the consignment to the destination station, after the major portion of goods has dispatched together with the consignment note.

The reconsignment invoice sheet consists of two sheets: Sheet 1 "Reconsignment invoice sheet (for the carrier delivering the goods)" and unnumbered sheet "Reconsignment invoice sheet (Duplicate copy)".

2.2. A blank form of the reconsignment invoice sheet shall be printed in black color on A4-sized white paper.

The blank form shall be printed and completed in one of the official languages of the OSJD in accordance with the provisions of Article 15 "Consignment note" of SMGS.

The blank form as well as the entries in all or particular boxes of the reconsignment invoice sheet may contain translation into another language.

2.3. The number of duplicate copies of the reconsignment invoice sheet shall correspond to the number of carriers involved in the carriage of the reconsigned portion of goods without taking into consideration the carrier delivering the goods. Sheet 1 "Reconsignment invoice sheet (for the carrier delivering the goods)" shall accompany the goods to the destination station and is to be kept by the carrier delivering the goods to the consignee. The unnumbered sheets "Reconsignment invoice sheet (Duplicate copy)" shall be kept by the carriers involved in the carriage of the reconsigned portion of goods.

2.4. Explanatory notes for completing the reconsignment invoice sheet

Box No	Box name and content
Upper left	"SMGS" Enter the name of the carrier drawing up the reconsignment invoice sheet.
1	"Consignor" Enter the name of the carrier drawing up the reconsignment invoice sheet.
2	"Departure station" Enter the name and code (to be entered in the box "Code") of the station where the reconsignment invoice sheet is drawn up as well as the railway abbreviation.
3, 5, 15, 16	"Consignor's declarations", "Destination station", "Description of goods", "Type of packaging" Enter the particulars retrieved from the relevant boxes of the consignment note.
4	"Consignee" Enter the name of the carrier delivering the goods to the consignee.
6	"Border stations at crossing points" Enter the particulars retrieved from the relevant box of the consignment note for the rest route.
7 – 12, 17 – 21	"Wagon", "Wagon is provided by", "Load capacity", "Axles", "Empty weight", "Type of tank", "Number of packages", "Weight (kg)", "Seals", "Loaded by", "Method for determining the cargo weight" When detaching a wagon, enter the particulars retrieved from the relevant boxes of the consignment note. When reloading a portion of goods from one wagon into another, enter the particulars of the reloaded wagon, number of packages and weight of goods, number and checkmarks of seals affixed by the carrier, method for determining the cargo weight, as well as the remark "Carrier" in the box "Loaded by".
22	"Carriers" Enter the carriers' particulars retrieved from the consignment note in route order for the rest route of reconsigned goods.
23	"Goods are from consignment no. ... dated ..., departure station ..., destination station ..., intended for the consignee ..." Enter the consignment number, date of the contract of carriage, stations of departure and destination, railway abbreviations, consignee's name and postal address in accordance with the consignment note.
24	"Documents attached by the consignor" Enter the list of accompanying documents or their copies for accompanying the reconsigned goods.
25	Deliberately left blank
26	"Date of reconsignment invoice sheet" The carrier's date stamp shall be entered at the station where the reconsignment invoice sheet is completed.
27	"Date of arrival" The carrier's date stamp shall be entered at the destination station.

28	"Remarks for customs and other administrative procedures" The remarks shall be entered as follows: - customs authorities for processing under customs control; - other public authorities when fulfilling the administrative procedures.
29	"Consignment No." Enter the consignment number that should not be the same as the consignment number stated in the consignment note.
The reverse side of Sheet 1	
30	"Carrier's remarks" Enter the remarks retrieved from the relevant box of the consignment note.
31	"Formal report" Enter the document number, date of completion, station name and railway abbreviation where it is created. The data shall be confirmed by stamp of the carrier drawing up the report.
32	"Remarks at the destination station" Complete it in accordance with the national legislation.
33	"Remarks for handing over the goods" The carriers accepting the goods shall enter their date stamps at transfer stations in route order.
34	"Remarks for passing over the border stations" Carrier's date stamps are entered at the border stations in route order.

3. GENERAL REPORT

(Explanatory notes to the box "Carrier's remarks" of point 8 in the consignment note, point 25.1 of the Rules for the Carriage of Goods

3.1. A general report (Appendix 2 of SI to SMGS) is the carrier's document that shall be drawn up to confirm the circumstances that affect or could affect the carriage of goods.

3.2. The general report shall be printed in black color on white paper.

A blank form of the general report shall be printed and completed in one of the official languages of the OSJD in accordance with Article 15 "Consignment note" of SMGS.

The blank form as well as the entries in all or particular boxes of the general report may contain translation into another language.

3.3. Explanatory notes on the content of the general report

Box description	Box content
General report No.	Enter the sequential number assigned by the carrier.
Carrier	Enter the name of the carrier drawing up the report.
Station and railway of compilation	Enter the station and railway where the report is drawn up.
Consignment No. ... dated ...	Enter the number of the consignment and date of the contract of carriage as given in the consignment note.

Station and railway of departure, Station and railway of destination, Wagon No., Owner of wagon, Container No., Container type size, Description of goods	Enter the particulars as given in the consignment note. If the report is to be drawn up for a group of wagons, containers and you cannot find not enough space for their particulars, then enter the particulars on the back of the sheet.
Arrived by train No. ...	Enter the train number and date of arrival, if the report is drawn up after the train has arrived.
Cases and circumstances constituting grounds for the report	Enter the case and specify the consequent circumstances of the carriage that have produced an effect on completion of the contract of carriage. If the carriage of wagon, container is delayed, then enter the start and the end time of the delay.
Representatives of the carrier	The report shall be signed by two or more representatives of the carrier that participated in certification of facts constituting grounds for the report. The full names and job titles shall accompany their signatures.
Date stamp of the carrier	Enter the carrier's stamp confirming the date of the actual certification of circumstances constituting the grounds for the report procedure.

4. FORMAL REPORT

(Article 29 SMGS "Formal report", point 35 of the Rules for the Carriage of Goods)

4.1. General Provisions.

4.1.1. The formal report shall be made out in three copies en route. Two copies with appendixes are to be kept by the carrier drawing up the report. One copy shall be attached to the consignment note and forwarded to the destination station. If inspection of goods to be transhipped from wagons of one gauge onto a wagon of another gauge is arranged at the transfer stations at the time of its handover, then the formal report shall be issued in five copies. In such a case, two copies with appendixes are to be kept by the carrier drawing up the report. One copy shall be attached to the consignment note and forwarded to the destination station. Two copies shall be forwarded to the carrier accepting the goods or to the carrier handing over the goods. The formal report shall be issued at the destination station in three copies. Two copies with appendixes are to be kept by the carrier drawing up the report. One copy shall be handed over to the consignee in accordance with the procedure established by national law.

In the case of a carriage of goods with the electronic consignment note the electronic formal report shall be attached to the electronic consignment note. The electronic formal report shall be handed over to the consignee in accordance with the procedure established by national law.

4.1.2. If the formal report has been issued en route and its particulars meet the actual availability and condition of the goods at the station of destination, then a new formal report is not required. And then the box 19 of the report attached to the

consignment note shall contain the remark that the condition of cargo meets the particulars of the report.

If any aspects of the formal report that has been issued en route are found not to meet the actual availability and condition of the goods at the destination station, then a new formal report shall be drawn up.

4.1.3. If several formal reports have been issued en route and they are found to contain non-identical particulars on the condition of the goods, then a new formal report shall be drawn up by the carrier at the destination station. Then only a copy of the last formal report shall be taken over to the consignee.

4.1.4. If the goods were transported in the sealed wagons, ITUs or road vehicles, then the seals detached from them, shall be attached to the sheet of the formal report that is kept by the carrier drawing up the report. If the electronic formal report has been issued then the seals shall be kept by the carrier drawing up the report.

4.1.5. If a loss or shortage of, or damage to (spoilage of) the goods could have occurred as a result of damage (malfunction) of the wagon or container, then a report for the technical state of the wagon or container shall be issued in addition to the formal report in accordance with the national law in the country where the damage (malfunction) of the wagon or container has been found. And this report shall be attached to each copy of the formal report. If the electronic formal report has been issued then a report for the technical state of the wagon or container shall be attached to the electronic formal report.

4.1.6. The formal report shall be sent for investigation together with the claim. The carriers may come to an agreement on the alternative procedure of presenting the formal reports for carrying out the investigation.

4.2. Explanatory notes for completing the formal report.

When writing the report, the carrier shall assign the number of the report in compliance with his own prescriptions, enter his own name, station name where the formal report is drawn up, and the date of arising the circumstances that constitute grounds for the formal report procedure.

Box No.	Box description	Box content
1	Consignor	Enter the consignor's name as stated in box 1 of the consignment note.
2	Consignee	Enter the consignee's name as stated in box 4 of the consignment note.
3	Departure station	Enter the name of the departure station and railway abbreviation as stated in box 2 of the consignment note.
4	Destination station	Enter the name of the destination station and railway abbreviation as stated in box 5 of the consignment note.
5	Consignment No. Contractual carrier Date of the contract of	Enter the particulars as given in boxes 29, 22, 26 of the consignment note.

	carriage	
6	Arrived By train No.	Enter the number and date of arrival of train.
7	Wagon, road vehicle, ITU No.	Enter the number of the wagon, road vehicle or ITU as stated in boxes 7 or 15 of the consignment note.
8	Continuation sheets for the formal report	Enter the number of continuation sheets for the formal report, if they are issued.
9	Drawn up in addition to formal report No.	The data shall be entered, if the consignment note is attached with the formal report that has been issued en route. Enter the number of the formal report issued en route, station name and railway, name of the carrier drawing up the report, and date of compilation.
10	Seals (locking and sealing devices)	Enter the number and checkmarks of seals or locking and sealing devices for each relevant line. If checkmarks are poorly visible, then enter the remark "Non legible" and specify all the letters and numbers that are legible on the seals. If seals are not present on the wagon, ITU, road vehicle, then enter the remark "Without seals".
11	Particulars of signs of seals being broken or damaged	Specify checkmarks of the seals with signs of break-down or damage; enter the type of damage.
12	The wagon/container is validated as being/not being technically sound	Cross out irrelevant information. If a report for the technical state of the wagon or container is issued, then enter the number and date of compilation of the report.
13	The goods are loaded by the carrier/consignor	Cross out irrelevant information.
14	Result of the investigation	Enter the result of the investigation.
14.1	Information specified in the consignment note	Enter the particulars as given in the consignment note.
14.2	Actually found during the investigation	Provide information concerning the actual availability of goods.
14.3	Including packages damaged	Enter the particulars of packages damaged.
15	Circumstances constituting grounds for the formal report. Description of the goods:	Enter the case constituting grounds for the formal report. Describe the detailed condition of the goods that are found to be in the wagon, ITU or road vehicle at the moment of inspection. Specify the case of damage to (hurt to) or shortage of goods. Enter the date of discovering the shortage of (loss of) or damage to (hurt to) goods. Specify the case of opening the wagon, ITU or road vehicle and of detaching the seals. A formal report shall not contain any suggestions

		<p>or statements about the guilt of the consignor or of the carrier.</p> <p>If appropriate, provide relevant information as follows:</p> <ul style="list-style-type: none"> - Enter the size and type of damage and prescription period (recent or old damages); - Specify the area of wagon, ITU or road vehicle wherein the damaged or stained packages have been stowed; - State whether the packaging wherein the damaged goods are packed, is undamaged or damaged, and enter the type of damages if any; - Specify actions performed by the carrier drawing up the formal report, for repairing the damaged unit containers or packaging; - State whether the goods are leaked/scattered; specify the area of the wagon and estimate the losses; - State whether hollow spaces are inside the damaged package, specify their size and estimate the quantity of goods (by weight or number of items) that might be placed in the spaces; - Point out whether the missing goods might be removed from the damaged package; - Specify actions that have been performed to prevent further damages; - If the goods are dirty, then specify whether all the goods or only the layer adjacent to the floor or to the walls of wagon, ITU or road vehicle is contaminated; state whether the wagon contains residues from the previous carriage. <p>If stowage and fastening conditions for goods are found to be violated, then enter the detailed description of the violation.</p> <p>When discovering the shortage of goods carried in a covered wagon, enter whether the wagon is fully loaded or not and specify the place of the wagon, which is underloaded (if any), as well as state whether the missing goods might be stowed in the hollow spaces.</p> <p>When discovering the shortage or damage of goods carried in an open rolling stock, describe location of packages, number of layers in stack, packaging density, availability of free space and its size, fastening and covering means and their condition, protective marking and its condition (if available); For dry bulk cargo, enter whether the bulk surface has depressions, excavations, craters.</p>
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16	Information about examination	Enter the date and number of the expert's report. If the expert's examination has not been performed, then enter the remark "Not carried out".
17	Seals and documents attached	Enter the number and checkmarks of seals or locking and sealing devices removed from wagon, ITUs or road vehicles as well as the list of documents enclosed.
18	Signatures	Representatives of participants in the carriage shall sign the report and enter their full names. The carrier who writes a report shall enter his date stamp.

19	Remark stating that the condition of cargo complies with the particulars noted in the formal report	Enter the remark "Goods comply with particulars of formal report" provided that the investigation, which is carried out at the destination station, stated that the actual availability and condition of cargo are no different from particulars in the formal report, which is issued en route.
20	Signatures	Representatives of participants in the carriage shall sign the report and enter their full names. Enter the date stamp of the carrier that carried out the investigation at the station of delivery.

5. CARRIER'S STAMPS

5.1. When drawing up documents, carriers shall use identification stamps and date stamps. When issuing electronic documents, the entries representing the same set of data as relevant identification stamp or date stamp shall be included in the electronic document and used as identification stamp or date stamp.

5.2. The identification stamp shall contain the abbreviation of the carrier as well as the station name and railway abbreviation of compilation. If the stamp does not contain the station name, then the station name shall be entered by the carrier.

The date stamp shall contain the date (day, month, year), abbreviation of the carrier, as well as the station name and railway abbreviation of compilation.

6. CHANGING A CONTRACT OF CARRIAGE

(Article 25 to SMGS "Changing a Contract of Carriage", point 34 of the Rules for the Carriage of Goods)

6.1. If, at the time of receiving the consignor's declaration for changing the contract of carriage (hereinafter referred to as the consignor's declaration), the consignment has been forwarded for further carriage to the successive carrier, then the contractual carrier shall immediately forward the statement that contains the consignor's declaration, to the successive carrier that was supervising the cargo at the time of receipt of the consignor's declaration.

6.2. The successive carrier that is supervising the goods shall carry out the following actions:

- Take a decision whether to change the contract of carriage in accordance with the consignor's instructions;
- Send a note to the contractual carrier to inform the consignor whether or not amendments to the contract of carriage accepted or rejected;
- Detain the goods;
- Enter changes in the consignment note in accordance with point 34.4 of the Rules for Transportation of Goods;
- Draw up the missing sheets of invoice (additional copies) for the successive carriers involved in further transportation.

6.3. If goods are under the supervision of the contractual carrier or of the carrier that hands over the goods to the consignee, then the carriers shall operate in accordance with point 6.2 of this Section after receiving the consignor's declaration.

6.4. If a change in the destination station has led to changes in the list of carriers noted in the consignment note, then the contractual carrier shall coordinate the carriage with new carriers.

6.5. If, after receiving the consignor's declaration on changes in the contract of carriage, the carrier states that the goods have not passed through the entry border station, then the carrier shall operate under the provisions of SMGS. If the carrier states that the goods have passed through the border station in the destination country at the time of receiving the consignor's declaration, then the carrier shall handle the declaration in accordance with the national legislation.

7. NOTIFICATION OF TRAFFIC STOPPAGE OR OF PROHIBITION AGAINST THE TRANSPORTATION (Article 14 "Contract of Carriage", point 3 of paragraph 2)

7.1. If traffic is temporarily stopped in total or in part (hereinafter referred to as stoppage) or if certain types of goods are prohibited from transport in total or in part (hereinafter referred to as prohibition), then the carriers shall send a notice to the carriers from other member states of the SMGS, which participate in the combined international transport of goods under SMGS agreement, at least 4 days before it comes into force. And the notice for stoppage or prohibition due to a force majeure event shall be sent immediately.

7.2. The notice shall contain the matter of the statement for stoppage or prohibition (railway lines, stations, type of goods, etc.), in-force period for stoppage or prohibition as well as other particulars if necessary.

7.3. The carrier that has sent the notice to declare the stoppage or prohibition, shall send a notice of its cancellation as soon as possible but no later than a day after the cancellation is declared.

8. GOODS TRACING (Article 27 to SMGS "Presumption of loss of goods")

8.1. When receiving an application for tracing the goods from the consignor or consignee, the carrier shall trace a consignment and request from the participating carriers the particulars of the goods concerning the acceptance for transportation, handover between the carriers, arrival at the destination station and delivery to the consignee.

8.2. The carrier that tracked down the goods or established their loss, shall send a notice to the carrier that received an application for tracing of the goods.

9. CLAIMS SETTling

(Articles 37, 39 - 48 to SMGS, point 40 of the Rules for the Carriage of Goods)

9.1. General provisions.

9.1.1. The carrier against which the claim is made in accordance with Article 46 "Claims" of SMGS, shall be a settling carrier.

If the claim is made against the carrier that is not the settling carrier, then, in accordance with § 6 of Article 46 "Claims" of SMGS, the carrier shall return the claim to the claimant without consideration within 15 days of the date of its receipt by the carrier, accompanied by an explanation of the reason for its return and by indication of the carrier against which the claim shall be filed. If the claim is made in electronic form then the claimant shall be notified electronically that the claim has been rejected, and be informed about the carrier against whom the claim shall be made.

9.1.2. Within 15 days of the date of its receipt by the settling carrier, the carrier shall check whether the documents attached to the claim comply with provisions of § 5 Article 46 to SMGS "Claims".

If all the required documents are attached to the claim, then the carrier shall place the claim stamp on the claim application and on the documents attached. The stamp shall contain the carrier's name, date of receipt of the claim and case number. If the claim application is filed in electronic form then the information containing the data of the claim stamp shall be provided.

If not all the required documents are attached to the claim or if the consignment note and formal report are not attached as original copies, then the carrier shall return the claim within 15 days of the date of its receipt by the carrier. In such a case, the claim stamp shall not be placed on the claim application and on the documents attached. If the claim application is filed in electronic form in above-mentioned cases then the claimant shall be notified electronically that the claim has been rejected.

9.1.3. If the incoming claim is filed well, then the settling carrier shall verify the claimant's right to submit a claim and the observance of the limitations period. If the claimant has no right to submit the claim or if the time limit, which is given in Article 48 to SMGS "Limitations period", is exceeded, then the settling carrier shall reject the claim and return it to the claimant.

If the claim application is filed in electronic form in above-mentioned cases then the claimant shall be notified electronically that the claim has been rejected.

9.1.4. If the incoming claim application or the documents attached contain the claim stamps indicating that the claim has been handled by another carrier, then the settling carrier shall make an inquiry about the decision that has been previously made. If the claim application is filed in electronic form then the settling carrier shall make an inquiry to the contractual carrier or the carrier delivering the goods whether this claim has already been handled and what kind of decision has been taken previously.

9.1.5. If the settling carrier found out that neither of the participating carriers can be held liable, then he shall reject the claim under provisions of Article 39 to SMGS "Limits of carrier liability".

If the settling carrier assumes that the claim shall be satisfied, then he shall specify the carriers that could or should be held liable (hereinafter referred to as "liable carriers").

9.1.6. The settling carrier shall consider a claim and make a decision as follows:

9.1.6.1. On his own authority, providing the payment of indemnities to the claimant in the event that he admits his sole responsibility;

9.1.6.2. After considering the claim together with other carriers, provided that they are or could be the liable carriers in total or in part.

9.1.7. When handing over the claim to the liable carriers for consideration, the settling carrier shall keep the copies of the claim application and of all enclosed documents. If the claim application is filed in electronic form then it shall be forwarded electronically to the liable carriers.

9.1.8. A period prescribed for consideration of the claim by the settling carrier shall start from the date when the settling carrier forwards the original claim application together with all enclosed documents and with a letter of representation. . If the claim application is filed in electronic form then a period for consideration of the claim shall start from the date when the claim application has been forwarded together with all enclosed documents.

9.2. Consideration of claims for shortage of (loss of) or damage to (hurt to) goods

9.2.1. If the goods were transported by two carriers, one settling and one liable, then

9.2.1.1. Within 30 days of the date of receipt of the claim by the settling carrier, the settling carrier shall forward the original claim application with all the documents attached and accompanied with a letter of representation, to the liable carrier for settling the claim. If the claim application is filed in electronic form then the settling carrier shall forward electronically the letter of representation and claim application together with all enclosed documents to the liable carrier.

9.2.1.2. When forwarding the claim, the settling carrier shall specify a period of 100 days for consideration of the claim by the liable carrier and shall state this period in the letter of representation.

9.2.1.3. The liable carrier, which took over the original claim from the settling carrier, shall consider the claim and give a reply for the claim to the settling carrier within the period specified for the carrier.

9.2.2. If the goods were transported by two carriers and both the settling carrier and the successive carrier are liable, then

9.2.2.1. Within 30 days of the date of receipt of the claim by the settling carrier, the settling carrier shall forward the original claim application with all the documents attached and accompanied with a letter of representation, to the second carrier for settling the claim. If the claim application is filed in electronic form then the settling carrier shall forward electronically the letter of representation and claim application together with all enclosed documents to the second carrier.

9.2.2.2. Concerning his own liability, the settling carrier shall handle the claim by himself, based on the existing documents.

9.2.2.3. As for the rest, the claim shall be considered under points 9.2.1.2 - 9.2.1.3 of SI to SMGS.

9.2.3. If the goods were transported by three or more carriers and if the settling carrier is not liable, then

9.2.3.1. Within 30 days of the date of receipt of the claim by the settling carrier, the settling carrier shall forward the original claim application with all the documents enclosed and accompanied with a letter of representation, to one of the liable carriers for settling the claim. The other liable carriers shall receive copies of the letter of representation for information purposes. If the claim application is filed in electronic form then the settling carrier shall forward electronically the letter of representation and claim application together with all documents enclosed to all liable carriers simultaneously.

9.2.3.2. When forwarding the claim, the settling carrier shall divide the period, which is equal to 180 days minus 30 days, into equal shares to distribute to the liable carriers. The settling carrier shall specify the period for each of the liable carriers in the letter of representation.

9.2.3.3. The liable carrier that has received the original claim shall consider the claim within the specified period and give a reply for the claim to the settling carrier as well as send one copy of this reply to each of the other liable carriers. If the claim application is filed in electronic form then a reply for the claim shall be given electronically to the settling carrier and all liable carriers simultaneously.

9.2.3.4. If the liable carrier disclaims his responsibility for the claim in total or in part, or establish responsibility of another liable carrier in total or in part, then he shall forward the original claim application to the successive carrier, together with all the documents enclosed and with a reply for the claim accompanied with the establishing documents. And the copy of the reply shall be handed over to the settling carrier.

9.2.3.5. If each of the liable carriers disclaims his responsibility for the claim in total or in part, then the last liable carrier shall return the original claim application, together with all the documents enclosed, to the settling carrier. If the claim application is filed in electronic form then a reply for the claim shall be given electronically to the settling carrier.

9.2.4. If the goods were transported by three or more carriers and if the settling carrier is liable too, then

9.2.4.1. Within 30 days of the date of receipt of the claim by the settling carrier, the settling carrier shall forward the original claim application with all the documents enclosed and accompanied with a letter of representation, to one of the liable carriers for settling the claim. The other liable carriers shall receive copies of the letter of representation for information purposes. If the claim application is filed in electronic form then the settling carrier shall forward electronically the letter of representation and claim application together with all documents enclosed to all liable carriers simultaneously.

9.2.4.2. Concerning his own liability, the settling carrier shall handle the claim by himself, based on the existing documents.

9.2.4.3. As for the rest, the claim shall be considered under points 9.2.3.2 - 9.2.3.5 of this Section.

9.2.5. If no liable carrier can be assigned, then

9.2.5.1. The settling carrier and all other participating carriers shall consider the claim in accordance with the provisions of point 9.2.4 of this Section.

9.2.5.2. If participating carriers have considered the claim and proved that it is impossible to assign the liable carriers for the claim under the current circumstances but the claim is well-grounded and shall be satisfied, then the settling carrier shall be entitled to:

- make the payment of indemnities to the claimant;
- distribute the indemnities to all participating carriers, except for those, which can prove that the loss or damage did not suffer during transportation on their railway lines. The indemnities shall be distributed in proportion to the tariff kilometers for the actual route traveled by the consignment that is based on the remarks for handover of the goods between the carriers, which are entered in the consignment note.

9.3. Consideration of claims for exceeding the delivery period

9.3.1. If the settling carrier assumes that the claim shall be satisfied, then he shall assign a period for consideration of the claim for each of the participating carriers, provide a preliminary estimate of missed deadline for each carrier and send the original claim application, which is accompanied with the documents enclosed and with a letter of representation, to the successive carrier. If the claim is lodged by the consignor, then the settling carrier shall request the information about the date of notification of goods' arrival at destination station. Then the carrier, handing over the goods, shall provide the settling carrier with this information within 5 days. The successive carrier shall consider the claim and forward the original claim application, which is accompanied with all the documents enclosed and with a letter of representation, to the successive carrier. The last of the participating carriers shall consider the claim and then shall send the original documents to the settling carrier.

Each carrier shall send a written note to the settling carrier, thus informing of the further forwarding of the claim to the successive carrier.

If the claim is made in electronic form then the settling carrier shall forward electronically the original claim application, which is accompanied with all the documents enclosed and with a letter of representation to all liable carriers simultaneously. After receipt of the claim made in electronic form each liable carrier shall handle the claim and reply to the settling carrier electronically.

9.3.2. When considering the claim, the carriers shall check the estimate of deadlines that is made by the settling carrier, and if necessary, enter amendments or supplements.

9.3.3. When the claim has been return to the settling carrier by the last carrier that considered the claim, then the settling carrier shall make the final estimate for the claimant and pay the amount accepted by the carriers.

If the claim is made in electronic form then the settling carrier shall make the final estimate for the claimant after receipt of replies submitted electronically by all liable carriers.

9.3.4. If the claim is rejected by all the carriers, then the settling carrier shall notify the claimant of the grounds for rejecting the claim and, at the same time, return the documents attached to the claim.

If the claim is made in electronic form then the settling carrier shall inform the claimant electronically about the rejection of the claim.

9.4. Consideration of claims for refunding overpayments of carriage charges

9.4.1. The settling carrier shall consider a claim and make a decision on his own authority, providing the payment of indemnities to the claimant, if the claim is for:

9.4.1.1. refunding overpayments of carriage charges solely for the route section of the settling carrier;

9.4.1.2. refunding overpayments of carriage charges for route sections of other participating carriers, provided that the settling carrier is a contractual carrier and the consignor paid the carriage charges to him, and assuming that the settlement of accounts between the carriers for this carriage is not made yet and the successive carriers notify the settling carrier of the carriage charges payable to them.

9.4.2. The settling carrier shall consider the claim and make a decision together with other participating carriers, if the claim is for:

- refunding overpayments of carriage charges for route sections of the settling carrier and other participating carriers;

- refunding overpayments of carriage charges solely for route sections of the other participating carriers, if these carriers have not yet notify the settling carrier of the sum of overpayments of carriage charges payable to them.

9.4.3. Within 30 days of the date of receipt of the claim by the settling carrier, the settling carrier shall forward the original claim application, which is accompanied with all the documents enclosed and with a letter of representation as well as with financial documents of resettlement (in accordance with a settlement agreement), to one of the liable carriers for settling the claim. And all liable carriers shall receive copies of the letter of representation.

If the claim is made in electronic form then the settling carrier shall forward electronically the original claim application, which is accompanied with all the documents enclosed and with a letter of representation as well as with financial documents of resettlement (in accordance with a settlement agreement) to all liable carriers simultaneously. When forwarding the claim, the settling carrier shall divide the period for consideration of the claim, which is equal to 180 days minus 30 days, into equal shares to distribute to the liable carriers. The settling carrier shall specify the period for each of the liable carriers in the letter of representation.

9.4.4. When considering the claim for carriage with no settlement of accounts between the carriers, the original claim application together with all the documents enclosed shall be handed over to one of the liable carriers for settling the claim prior to the end of the month, within the settlement of accounts for this carriage is made.

If the claim is made in electronic form then it shall be forwarded electronically to all liable carriers.

9.4.5. The carrier, which took over the original claim from the settling carrier, shall consider the claim and give a reply for the claim to the settling carrier within the period specified for the carrier.

After settlement of the claim each of liable carriers shall forward the original claim application to the successive liable carrier, together with all the documents enclosed and with his own reply for the claim accompanied with the establishing documents. And the copy of the reply shall be handed over to the settling carrier.

The last liable carrier shall return the original claim application, together with all the documents enclosed, to the settling carrier.

If the claim is made in electronic form then the settling carrier shall forward electronically the original claim application, which is accompanied with all the documents enclosed and with a letter of representation to all liable carriers simultaneously. After receipt of the claim application each of liable carriers shall handle the claim and give a reply to the settling carrier electronically together with the establishing documents.

9.5. Final provisions

9.5.1. If the liable carrier notifies the settling carrier of the admission of the claim, then the settling carrier shall notify the claimant of the claim satisfaction and shall make the payment of indemnities.

9.5.2. If the liable carrier notifies the settling carrier of the claim rejection in total or in part, then the settling carrier shall notify the claimant of the claim rejection or of the partial satisfaction and shall pay the satisfied part of indemnities.

9.5.3. If the settling carrier does not receive a reply within the specified period after he forwarded the claim, then he shall make a decision on his own authority on the merits of the claim.

The settling carrier shall consider the claim, based on the existing documents, and then reject or satisfy the claim in total or in part with the payment of the satisfied part of indemnities.

9.5.4. If the claimant brings a case before a court, then the settling carrier shall notify in good time the liable carriers of filing a lawsuit.

9.5.5. If a court rendered a judgment to recover indemnities from the carrier in total or in part, then the liable carrier shall pay all court costs to the settling carrier.

9.5.6. Settlement of accounts between the carriers concerning the satisfied or recovered indemnities shall be made in accordance with a settlement agreement.

10. HANDOVER BETWEEN THE CARRIERS

(Article 14 of SMGS "Contract of carriage")

10.1. Goods shall be handed over between the carriers at transfer stations located in the country of the receiving carrier.

If agreed between the carriers participating in handover of goods, the handover may be made at transfer stations located in the country of the transferring carrier.

Handover shall be provided on a daily and 24-hour basis.

10.2. Handover of goods shall be recorded on a handover sheet. The handover sheets shall be numbered in sequence from the beginning of each calendar year.

Handover of loaded and unloaded containers shall be recorded on a separate handover sheet. As for unloaded containers, the handover sheet shall contain the remark "Unloaded" in the box "Description of goods".

A blank form of the handover sheet is given in Appendix 3 of SI to SMGS.

10.3. The handover sheet shall be issued based on consignment note data in six copies by the transferring carrier, three copies are for him and another three copies are for the receiving carrier. The handover sheet shall be accompanied with all the documents relating to each consignment and in the same sequence, which is used for recording the consignments on the handover sheet.

10.4. When goods are transported in two or more wagons under a single consignment note, the transferring carrier shall enter particulars of wagons on the handover sheet in the same sequence, which is used for the Wagon list.

10.5. Handover of goods shall be confirmed by signatures of the carriers and by their date stamps on the handover sheet as well as by the date stamp of the receiving carrier, placed in the box "Remarks on handover of the goods" of the consignment note.

10.6. The time of signing the handover sheet by the carrier receiving the goods is deemed to be the moment when the handover of goods is executed.

10.7. Before handing over the goods, the carrier shall verify whether the goods are accompanied with the consignment note, including the Wagon list and Container list and other continuation sheets, as well as with the accompanying documents listed in the consignment note.

The transferring carrier shall check the desired number of sheets "Duplicate invoice" per consignment.

If all or some sheets of the consignment note are lost, then the carrier that hands over the goods shall operate in accordance with point 28 of the Rules for the Carriage of Goods.

If the accompanying documents are lost, then the carrier that hands over the goods shall draw up a general report in three copies, one of which he shall keep himself and the other of which shall be attached to the consignment note (one copy is to be kept by the carrier that hands over the goods to the consignee, and the second shall be forwarded to the consignee by his request).

If all the sheets of consignment note are available, then the carrier, handing over the goods, shall compare notes placed on the sheets "Invoice" (additional copy) with the relevant notes in the consignment note. If any mismatch is found, then the carrier that hands over the goods shall enter correct or missing data in the sheets of

Duplicate invoice, based on the data in the consignment note. These changes and additions shall be confirmed by the carrier's signature and date stamp.

10.8. The carrier, that is guilty of the loss of the consignment note or any sheets from the consignment note or Wagon list or Container list including any continuation sheets, shall be liable for all the consequences arising from the loss.

10.9. Before handover and reloading the goods from wagons, the transferring carrier shall inspect, together with the receiving carrier, the weight and condition of goods and the number of packages as well as tare weight of the wagon.

If it is difficult to verify the number of packages or condition of packaging without reloading of the goods, then the inspection shall be carried out at reloading. In such a case, the box "Notes" of the handover sheet shall contain the remark "Number of packages or condition of packaging shall be inspected at reloading".

Weight of goods specified in the consignment note may be verified after reloading, if agreed between the receiving and transferring carriers. If so, then the relevant remark shall be entered in the handover sheet.

The handover sheet shall contain remarks as follows:

- For goods packed in unit containers as well as for individual items, enter the remark "Weight of goods was not verified";

- For goods accepted only by weight, enter the remark "Number of packages was not verified";

- For goods accepted only by weight, with the total number of packages exceeded 100, enter the remark "Bulk".

10.10. The carrier that accepted the goods from a transferring carrier, shall act in full compliance with provisions of Article 28 of SMGS "Obstructions to carriage and delivery of goods" and immediately notify the transferring carrier of any violations detected by the national administrative authority of the accepting party.

10.11. When handing over the goods that are transported in the sealed wagons, ITUs or road vehicles, the condition and checkmarks of the seals shall be compared with the particulars specified in the handover sheet.

10.12. If it is found that any seals are lost or damaged, then the transferring carrier shall apply new seals and enter the remark in the consignment note in accordance with point 25.2 of the Rules for the Carriage of Goods.

10.13. Whenever new seals are applied, the transferring carrier shall cross out the data of outdated seals and enter the data of new seals in the handover sheet. And the transferring carrier shall draw up a general report in two copies, one copy shall be kept by the carrier drawing up the report and the second shall be attached to the consignment note and be kept by the carrier delivering the goods. The consignment note shall contain a remark of the drawing up of the general report.

10.14. If goods that are to be handed over are transported in open rolling stock without covering, then they shall be verified by the transferring carrier and by the receiving carrier at the moment when the goods are presented for handover, as follows:

1) The handover by the number of packages without verifying the weight shall be carried out for the goods listed below:

- individual items;

- goods packed in unit containers with the weight indicated at each package;

- individual items and goods packed in unit containers with the total number of packages, accompanied with a single consignment note, not exceeded 100;

2) The handover by the weight without verifying the number of packages shall be carried out for the goods listed below:

- small unpacked goods;

- individual items with the total number of packages exceeded 100, accompanied with the consignment note that contains the remark "Bulk" in box 17.

3) The handover in the compliance with the data on the protective marking shown in accordance with the box 3 "Consignor's declarations" without verifying the weight and the number of packages shall be carried out for the goods with protective marking transported without reloading from wagons of one gauge onto wagons of another gauge.

10.15. At the request of the receiving carrier, the transferring carrier together with the receiving carrier shall arrange an inspection in the following circumstances:

1) At the handover of the goods, a malfunction of the sealed wagon or container is found, which has caused or could cause the total or partial loss or damage of the goods;

2) Signs of leakage, scattering, etc., from wagons or containers are found;

3) Goods that shall be handed over are stowed in wagons with unclosed hatches or at least one lock of the hatches is unlocked;

4) At the handover of the goods that are transported in open rolling stock, the carrier has grounds for supposing that the goods are partially lost or damaged.

If, at the handover of the sealed wagons or containers, it is found that the seals are damaged or disagree with the consignment note, then the receiving carrier shall be entitled to require the transferring carrier to replace the defected seals or to verify the number of packages or weight of the goods at the handover.

10.16. If a joint inspection is arranged at the handover of the consignment in order to verify the number of packages or the condition or weight of the goods, then the remark "Verification of number of packages/weight of goods" shall be entered in the box "Notes" for this consignment on the handover sheet.

Verification of condition, number of packages or weight of goods shall be carried out by facilities and resources of the receiving carrier and at his own expense.

10.17. Dangerous goods shall be handed over in the following manner:

10.17.1. The transferring carrier shall notify the receiving carrier of a prospective handover within 12 hours before the handover. He shall give a description of dangerous goods and specify their quantity and type of wagons as well as the destination station.

10.17.2. If a malfunction of wagons, defected seals or damaged packaging is found or there are signs of leakage, scattering, etc. of goods from the wagons, then the carrier that is supervising the goods shall apply protective measures that provide the safety of controllers.

10.18. If it is impossible to verify the condition, number of packages or weight of goods at the handover, then the remark "Number of packages or condition of packaging shall be inspected at reloading" shall be entered in the box "Notes" of the handover sheet.

10.19. If a formal report is to be issued at the joint inspection, then it shall be drawn up by the receiving carrier and confirmed by signatures of the transferring carrier and the receiving carrier.

10.20. When entering changes and additions on the handover sheet, the transferring carrier shall cross out the original data so as to keep them legible, and enter new particulars. Changes and additions on the handover sheet shall be confirmed by stamps and signatures of the transferring carrier and the receiving carrier.

10.21. If disagreements occur concerning the handover sheet, then the handover sheet that is kept by the transferring carrier, is an unanswerable document.

10.22. Dissenting opinions of the carriers on contents of the handover sheet shall be entered in the box "Notes" of the sheet and shall be confirmed by signatures and date stamps of the transferring carrier and the receiving carrier.

10.23. Weight of goods at the border station shall be verified, if possible, by the same way as at the departure station. The involved carriers may agree upon another method of measuring the weight of goods at the border station.

10.24. The receiving carrier may refuse to accept the goods for carriage in the following circumstances:

10.24.1. Condition, packaging or the loading method does not allow further transportation of goods;

10.24.2. Import and carriage of the goods is forbidden by the national legislation;

10.24.3. Special provisions for carriage of certain types of goods are violated, which are defined in Section IV of the Rules for the Carriage of Goods, or regulations for carriage of dangerous goods are infringed, or special terms of the contract of carriage established by the contracting parties are not observed, or these terms are not agreed between the participating carriers;

10.24.4. The consignment note or some numbered sheets of the consignment note, including the Wagon list and Container list as appropriate, are missing, but the transferring carrier did not observe point 28 of the Rules for the Carriage of Goods;

10.24.5. The accompanying documents that are attached by the consignor to the consignment note are missing in total or in part, but the transferring carrier did not attach a general report confirming the fact, to the consignment note;

10.24.6. A formal report shall be issued due to the circumstances discovered at the joint inspection, but the transferring carrier declines to draw up the formal report, or to sign the formal report that is drawn up by the receiving carrier under the provisions of Article 29 SMGS "Formal report";

10.24.7. Goods that shall be accompanied by an attendant, have arrived without escort;

10.24.8. Goods are arrived at the border station that is not stated in the consignment note, and the deviation from the route is not caused by an obstacle for carriage, or the deviation is caused by operational reasons and is not agreed by the participating carriers;

10.24.9. The transferring carrier:

10.24.9.1. declines to replace the seals that are defected or missing;

10.24.9.2. did not enter the relevant remark in the consignment note after

replacing the defected or missing seals, or did not attach a general report to the consignment note;

10.24.9.3. does not draw up a general report at the request of the receiving carrier concerning a condition of the seals that are scratched but legible and do not show signs of intentional damage;

10.24.9.4. did not observe the provisions of point 26 of the Rules for the Carriage of Goods, when it was required to issue an opening report;

10.24.9.5. declines to carry out a joint inspection, which shall be arranged under the provisions of point 10.15 of SI to SMGS;

10.24.10. Goods on its own axles are handed over without the bogies, which are required for changing the railway gauge, and delivery of these bogies was not agreed by the receiving carrier.

10.25. When refusing to accept the consignment, the receiving carrier shall issue a general report providing the reasons of refusal. And he shall cross out the data of rejected consignment on the handover sheet. The general report shall be made out in three copies.

10.26. The receiving carrier shall return the rejected consignment to the transferring carrier by one of the next trains. Terms and conditions for return shall be specified in the agreement between the carriers.

10.27. The consignment that was rejected shall be returned together with a new handover sheet that shall be drawn up by the receiving carrier. The handover sheet shall contain the remark that a general report is issued for the rejected consignment.

10.28. If the transferring carrier declines to take the consignment that is rejected under SI to SMGS, then he shall be liable for any consequences resulting from such action.

10.29. If the carrier unreasonably declines to take over the consignment or delays the issue of handover documents, then he shall be liable for any consequences resulting from such action.

10.30. If a portion of goods accompanied with the reconsignment invoice sheet, arrived at the station before the major portion that was transported together with the consignment note, then the transferring carrier shall hold up the reconsigned portion and hand over it together with the major portion after its arrival.

10.31. The handover between the carriers by rail and waterway shall be performed under the agreement concluded between the carriers.

10.32. If an agreement for handover procedures concluded between the carriers contains alternative provisions for transferring the goods, and these provisions do not affect interests of other carriers, then the relevant provisions of point 10 are not to be applied.

11. TRANSHIPMENT AT A BREAK-OF-GAUGE

(Article 3 SMGS "Application of the Agreement", point 31 of the Rules for the Carriage of Goods)

11.1. Transshipment of goods onto wagons of another gauge or a bogie exchange shall be made by the receiving carrier at the border station located in the country of the receiving carrier.

If agreed between the transferring carrier and the receiving carrier, the transshipment onto wagons of another gauge or the bogie exchange may be made by the transferring carrier at the border station located in the country of the transferring carrier.

Annex 5 to SMGS "Information Manual" contains a list of applicable stations.

11.2. When transshipping consignments onto wagons of another gauge, the carrier shall operate, if possible, in such a way that it is not required to increase the number of wagons for the further transportation of goods as compared with the number of wagons loaded at the departure station.

11.3. If consignment is to be reloaded onto wagons of another gauge with increasing the number of wagons, then the wagons shall be transferred and dispatched all at once. If one of these wagons is detached because of technical or other problems en route, then the carrier shall draw up the reconsignment invoice sheet for the detached wagon in accordance with point 2 of SI to SMGS.

Two or three consignments may be permitted for transshipment at the border station from two or three wagons of 1435 mm to one wagon of 1520 mm gauge, as well as two or three consignments that are to be forwarded at the destination station to the People's Republic of China, may be permitted for transshipment at the border station from two or three wagons of 1000 mm to one wagon of 1435 mm gauge; and the above-said transshipments are allowed only if the goods, which are to be transhipped to one wagon, are allowed for combined shipment. In such a case, the box "Remarks concerning charging" shall contain the relevant note.

12. CARRIER'S ACTIONS AT THE MISSHIPMENT

Misshipment is considered to be a consignment that passed through the border station or arrived at the station, which are not specified in the consignment note.

A consignment shall not be deemed to be a misshipment, if it passed through the border station that is not stated in the consignment note, and this deviation from the route is caused by an obstacle for carriage or based on an appropriate agreement between the carriers.

When discovering the misshipment, the carrier shall dispatch the goods to the destination station through the border station specified in the consignment note, or, if agreed with the receiving carrier, through other border stations by the shortest route.

13. BUSINESS CORRESPONDENCE

13.1. The carriers shall maintain a correspondence with each other in one of the official languages of the OSJD (Russian, Chinese) as follows:

Letters directed to the carriers from

- Republic of Azerbaijan, Republic of Belarus, Republic of Bulgaria, Hungary, Georgia, Islamic Republic of Iran, Republic of Kazakhstan, Kyrgyz Republic, Republic of Latvia, Republic of Lithuania, Republic of Moldova, Mongolia, Republic of Poland, Russian Federation, Slovakian Republic, Republic of Tajikistan, Turkmenistan, Republic of Uzbekistan, Ukraine, Republic of Estonia – shall be issued in the Russian language;

- Socialist Republic of Vietnam, People's Republic of China, Democratic People's Republic of Korea and Lao People's Democratic Republic– shall be issued in the Chinese or Russian language.

13.2. The carriers may maintain a correspondence with each other in any other language as agreed between them.

13.3. Service telegrams shall be sent in accordance with OSJD leaflet 0-891.

APPENDICES

**TO SERVICE INSTRUCTIONS TO THE AGREEMENT ON
INTERNATIONAL RAILWAY FREIGHT
COMMUNICATIONS
(SI TO SMGS)**

**Appendices 1.1, 1.2 to SI to
SMGS**

SPECIMEN OF THE RECONSIGNMENT INVOICE SHEET

- Sheet 1: Reconsignment invoice sheet (for the carrier delivering the goods) (1.1)
- Unnumbered sheet: Reconsignment invoice sheet (an additional copy) (1.2)

(If the sample reconsignment note is used then the dimensions of the fields of the reconsignment note indicated in italics (within these fields) shall be not printed)

1 Reconsignment invoice sheet (for the carrier delivering the goods)										29 Consignment No													
1 Досылочная ведомость (для перевозчика, выдающего груз)										210x297													
										13x45													
45x12 SMGS Carrier	1 Consignor					5x20					2 Departure station		10x94		5x20								
	Signature					23x94					3 Consignor's declarations												
	4 Consignee					5x20										44x94							
	23x94																						
5 Destination station					5x20					15x106					8 Wagon is provided by 9 Load capacity 10 Axles 11 Empty weight 12 Type of tank								
6 Border stations at crossing points					7 Wagon					8		9		10		11		12		After transhipment			
					4x45					4x8		4x10		4x8		4x15		4x10		13 Mass of the goods		14 Number of packages	
					4x45															4x24		4x16	
					35x65																		
15 Description of goods					16 Type of packaging		17 Number of packages		18 Weight (kg)		19 Seals												
					65x20		65x20		65x20		5x10		Signs		5x35								
					65x95																		
					10x95								20 Loaded by		7x45								
													21 Method for determining the cargo weight		13x45								
					22 Carriers		(Railway sections from/to)					(Codes of stations)											
23 Goods are from consignment					9x35		9x50				4.5x20												
No.																							
dated.....																							
departure station.....																							
destination station					42x95																		
intended for the consignee.....																							
24 Documents attached by the consignor					27x95					25													
										20x105													
26 Date of reconsignment invoice sheet			27 Date of arrival			28 Remarks for customs and other administrative procedures																	
35x47.5			35x47.5			35x105																	

30 Carrier's remarks

87x200

31 Formal report

10x200

32 Remarks at the destination station

30x200

33 Remarks for handing over the goods

5x200

33.1	33.2	33.3	33.4
25x50	25x50	25x50	25x50
33.5	33.6	33.7	33.8
25x50	25x50	25x50	25x50
33.9	33.10	33.11	33.12
25x50	25x50		25x50

34 Remarks for passing over the border stations

5x200

34.1	34.2	34.3	34.4
25x50	25x50	25x50	25x50
34.5	34.6		34.8
25x50	25x50	25x50	25x50
34.9	34.10	34.11	34.12
25x50	25x50	25x50	25x50

Appendix 2
to SI to SMGS

SPECIMEN
OF THE GENERAL REPORT

Appendix 3
to SI to SMGS

SPECIMEN
OF THE HANDOVER SHEET

Handover sheet No

Carrier handing over the goods (name and code)	Carrier accepting the goods (name and code)	Handover station
		Train No.
		dated

No.	Wagon No. and Owner of wagon	Seals		Consignment No.	Date of a conclusion of a contract of carriage	Station		Number of packages and type of packaging (Loaded container No.)	Description of goods	Mass of the goods	Remarks
		Number	Signs			of departure	of destination				
1	2	3	4	5	6	7	8	9	10	11	12
Date stamp of the carrier handing over the goods			Signature of the carrier handing over the goods			Date stamp of the carrier accepting the goods			Signature of the carrier accepting the goods		

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