

ORGANISATION FOR COOPERATION OF RAILWAYS (OSJD)

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R 421

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

Effective date: January 1, 1998

(as amended and supplemented on 18 October 2024)

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. International freight transportation uses 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.

1.2. Containers shall bear the following signs and inscriptions:

- owner code and container number;
- type and size code;
- country code;
- maximum 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 handover bill (Annex 1 to these Rules) accounting for container numbers, which bill is 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 the event of any change on the list of transfer stations the manager of the infrastructure where the change has taken place shall inform all Parties and the OSJD Committee about the change.

2.2. The transfer bills shall state the container transfer date and be signed by authorized representatives of both Parties. 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 to comply with international agreements, national legislation and treaties.

2.5. Handover shall not be accepted of loaded or empty containers with defects that threaten the security of cargo or the safety of traffic or 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 (damage) that do not threaten the safety of train traffic and the security 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 resulting from the natural wear and tear of containers and specified in paragraphs 6 and 10 of Annex 2 to these Rules may be handed over in such 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. Transportation of containers is carried out on the basis of the Agreement on International Transport of Goods 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. TRANSPORTATION OF CONTAINERS

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

3.2. Carriage of containers is performed between stations that are open for container freight operations.

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

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 shall be liable for the transport of containers in compliance with the SMGS, CIM and other legal documents governing the international transport of goods.

4.2. The accepting carrier shall be responsible for the security of containers from the moment of the signing of the transfer bill by the accepting carrier's agent pursuant to item 2.3 of paragraph 2 of these Rules.

§ 5. CONTAINER MAINTENANCE AND REPAIR

5.1. Preparation of containers 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 repair of a container requires certification, the certification 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. A scheduled inspection of containers and associated necessary repairs shall be arranged by the container owner within the time frames stipulated by international regulations.

5.4. It is forbidden to present for loading any containers intended for carriage in international traffic if their regular certification expires within 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 was not his fault.

6.2. A request for a container search may be filed with the contractual carrier or the handover carrier by the consignor, consignee or container owner.

6.3. The carrier that has accepted such a request 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 carriage.

6.4. The carrier that finds the container or establishes the fact of its loss shall notify the carrier that accepted the request for container search.

§ 7. MODIFICATIONS AND ADDITIONS

Any modifications or additions to these Rules are subject to approval by a 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 No. _____**

Handover carrier (name and code)	Accepting carrier (name and code)	Handover station
		Train No.
		Date

Seq. No.	Wagon No. and owner name	Seals		Consignment No.	Date of contract of carriage	Station		Number of packages and type of packaging (loaded container No.)	Description of cargo	Cargo mass, in kh	Notes
		Quantity	Signs			Departure	Destination				
1	2	3	4	5	6	7	8	9	10	11	12
Date stamp of handover carrier			Signature of of handover carrier			Date stamp of accepting carrier			Signature of accepting carrier		

*Annex 2
to the Rules*

**LIST
of defects prohibiting containers from being used in international transport**

Description of defect	Extent of defects
1. Generally damaged container	Transverse and longitudinal cracks, breakage and potholes in the floor, damage in the walls, doors, roof, pillars or the base plate that allow access to the cargo or penetration of precipitation or other water, spoilage of cargo, endangering the safety of staff engaged in container carriage and handling.
2. Damaged corner posts	More than 20 mm deep over a length in excess of 300 mm.
3. Damaged 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. Damaged longitudinal beams	Bends, cracks or fractures, dents, holes, etc., including those in or near the ports for the fork of a forklift.
5. Convexities of any size	Protruding 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 skin of the walls, 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. Damaged door locks or doors	Bent latch, handles, shutter; broken or torn locks and hinges, missing door seals, deformed door leaf.
10. Inspection date	Overdue.
11. Signage	Damaged or mismatched signs or inscriptions on a container making them difficult to read. Illegible, damaged or missing plates. Container number with a wrong control symbol or an invalid letter code. Container has two or more different numbers. No size code on the container.