

THE GOVERNMENT

SOCIALIST REPUBLIC OF VIET NAM

Independence - Freedom - Happiness

No: 125/2003/ND-CP

Hanoi, October 29, 2003

DECREE

ON INTERNATIONAL MULTI-MODAL TRANSPORTATION

THE GOVERNMENT

Pursuant to the December 25, 2001 Law on Organization of the Government;
Pursuant to the June 30, 1990 Maritime Code of Vietnam;
Pursuant to the December 26, 1991 Law on Vietnam Civil Aviation and the April 30, 1995 Law Amending and Supplementing a Number of Articles of the Law on Vietnam Civil Aviation;
Pursuant to the April 20, 1995 Law on State Enterprises;
Pursuant to the March 20, 1996 Law on Cooperatives;
Pursuant to the May 20, 1998 Law on Domestic Investment Promotion;
Pursuant to the June 12, 1999 Law on Enterprises;
Pursuant to the November 12, 1996 Law on Foreign Investment in Vietnam and the June 9, 2000 Law Amending and Supplementing a Number of Articles of the Law on Foreign Investment in Vietnam;
Pursuant to the June 29, 2001 Law on Customs;
Pursuant to the June 29, 2001 Law on Land Road Traffic;
At the proposal of the Minister of Communications and Transport,

DECREES:

Chapter I

GENERAL PROVISIONS

Article 1.- Scope of regulation and subjects of application

1. This Decree prescribes international multi-modal transport activities of Vietnamese organizations and individuals; foreign organizations and individuals investing in Vietnam and foreign enterprises registering international multi-modal transport business according to Vietnamese law.
2. In cases where the international treaties which Vietnam has signed or acceded to contain provisions different from those of this Decree, the provisions of such international treaties shall be complied with.

Article 2.- Interpretation of terms and phrases

In this Decree, the terms and phrases below shall be construed as follows:

1. International multi-modal transportation (hereinafter referred to as multi-modal transportation for short) means the transportation of cargoes by at least two different transportation modes on the basis of a contract for multi-modal transportation from the place where the persons dealing in multi-modal transportation receive cargoes in one country to a place designated for cargo delivery in another country.

2. Multi-modal transportation dealers mean the enterprises which sign multi-modal transportation contracts, take self-responsibility for the performance of such contracts, but are neither agents nor representatives of cargo consignors or represent the carriers to participate in multi-modal transportation activities.
3. Multi-modal transportation contracts mean documents under which the multi-modal transportation dealers commit to implement, or organize the implementation of, multi-modal transportation and shall be paid with freightage.
4. Multi-modal transportation vouchers mean documents issued by multi-modal transportation dealers and evidences of multi-modal transportation contracts, certifying that the multi-modal transportation dealers have already received cargoes for transportation and committed to deliver those cargoes strictly according to terms of the signed contracts.
5. Carriers means the persons who conduct or commit to conduct part or whole of the transportation, regardless of whether they are multi-modal transportation dealers or not.
6. Cargo consignors mean the persons who sign multi-modal transportation contracts with multi-modal transportation dealers.
7. Cargo consignees mean the persons entitled to receive cargoes from multi-modal transportation dealers.
8. Cargo reception means that the cargoes are actually assigned to the multi-modal transportation dealers from the cargo consignors or their authorized persons and received by the multi-modal transportation dealers for transportation.
9. Cargo delivery means one of the following cases:
 - a) The delivery of cargoes to the cargo consignees;
 - b) Cargoes are put at the cargo consignees' disposal in accordance with the provisions of the multi-modal transportation contracts, or law provisions or commercial practices applicable at the places where goods are delivered;
 - c) If the delivery of cargoes to an authority or another third party, according to law provisions, is applied at the cargo delivery places, the cargoes must be so delivered.
10. Cargo means any assets, including containers, or other similar transport and packing instruments, which are not supplied by multi-modal transportation dealers.
11. In writing means one of the following forms: telegraph, telex, fax or any other means, which can print, record, repeat or transmit documents by mechanical, electronic or any other equipment used for such purposes.
12. Endorsement means the certification of the cargo consignees or the persons competent to certify after giving instructions on multi-modal transportation vouchers in negotiable forms for the delivery of cargoes stated in such vouchers to the identified persons.
13. Special Drawing Right (SDR) means the calculation unit prescribed by the International Monetary Fund. The exchange rate between SDR and Vietnam dong shall be announced by the State Bank of Vietnam.
14. Latent defects mean the defects of cargoes, which cannot be detected if the cargoes are ordinarily inspected only at their outside appearance.

15. Force majeure cases mean objective, unforeseeable and insurmountable occurrences though all necessary and possible measures have already been applied.

Article 3.- Customs procedures

Cargoes in multi-modal transportation are exempt from customs inspection. The Finance Ministry shall prescribe the customs procedures for cargoes in multi-modal transportation.

Article 4.- State management over multi-modal transportation

1. The Government shall perform the unified State management over multi-modal transportation.
2. The Ministry of Communications and Transport shall perform the function of State management over multi-modal transportation, act as the principal agency to assist the Government in coordinating inter-branch activities and guiding the implementation of regulations related to multi-modal transportation.

Chapter II

CONDITIONS FOR MULTI-MODAL TRANSPORTATION BUSINESS

Article 5.- Conditions for multi-modal transportation business

Vietnamese enterprises, foreign-invested enterprises in Vietnam or foreign enterprises may do business in multi-modal transportation only after they are granted by competent agencies the licenses for multi-modal transportation business or licenses for investment in the field of multi-modal transportation (hereinafter referred collectively to as licenses).

Article 6.- Licensing conditions

1. Vietnamese organizations and individuals fully satisfying the following conditions shall be granted licenses for multi-modal transportation business:
 - a) Being Vietnamese enterprises which have certificates of registration for multi-modal transportation business;
 - b) Having professional liability insurance for multi-modal transportation or bank guarantee being provided for multi-modal transportation dealers for cargo losses, damage, late delivery or other risks;
 - c) Having assets at least being equal to 80,000 SDR or with equivalent guarantee.
2. Foreign organizations and individuals investing in Vietnam that fully satisfy the following conditions shall be granted licenses for investment in the field of multi-modal transportation business:
 - a) Meeting the conditions prescribed by the legislation on foreign investment in Vietnam.
 - b) Having professional liability insurance for multi-modal transportation or bank guarantee being provided to multi-modal transportation dealers for cargo losses or damage, late delivery or other risks;
 - c) Having assets at least being equal to 80,000 SDR or with equivalent guarantee.
3. Foreign enterprises other than the subjects prescribed in Clause 2 of this Article, which fully satisfy the following conditions, shall be granted licenses for multi-modal transportation business:

- a) Being enterprises of ASEAN member countries which have signed ASEAN framework agreement on multi-modal transportation or being enterprises of the countries which have signed bilateral or multilateral agreements with Vietnam on multi-modal transportation;
- b) Having certificates of registration for multi-modal transportation business granted by competent agencies of their countries and already legalized consularly;
- c) Having legal representatives in Vietnam, which are Vietnamese transport enterprises or agents, in cases where they are foreign-invested enterprises, the Vietnamese party's contributed capital shall not be lower than 51%.

Article 7.- Licensing procedures

1. The Vietnamese enterprises prescribed in Clause 1, Article 6 of this Decree shall file their dossiers of application for granting of business licenses for multi-modal transportation to the Ministry of Communications and Transport. Such a dossier shall include:

- a) The application for granting of business license for multi-modal transportation, made according a form set by the Ministry of Communications and Transport;
- b) A valid copy of the business registration certificate;
- c) The inventory of the enterprise's assets or equivalent guarantee papers;
- d) A copy of the professional liability insurance contract or a copy of the bank's guarantee paper.

2. Foreign organizations and individuals investing in Vietnam, prescribed in Clause 2, Article 6 of this Decree, shall file their dossiers of application for granting of licenses for investment in the field of multi-modal transportation to the Ministry of Planning and Investment. Such a dossier shall include:

- a) Assorted papers prescribed by law for foreign investment in Vietnam.
- b) The inventory of the enterprise's assets or the equivalent guarantee papers;
- c) A copy of the professional liability insurance contract or a copy of the bank's guarantee paper.

3. The foreign enterprises prescribed in Clause 3, Article 6 of this Decree shall file their dossiers of application for granting of business licenses for multi-modal transportation to the Ministry of Communications and Transport. Such a dossier shall include:

- a) The application for granting of business license for multi-modal transportation, made according to a form set by the Ministry of Communications and Transport;
- b) A copy of the business registration certificate of multi-modal transportation, granted by a competent agency of that country and already consularly legalized;
- c) The agency contract with Vietnamese enterprise defined at Point c, Clause 3, Article 6 of this Decree.

4. Within 60 days after the receipt of complete and valid dossiers, the Ministry of Communications and Transport shall evaluate them and grant business licenses for multi-modal transportation to subjects defined in Clauses 1 and 3, Article 6 of this Decree. In case of non-granting, written reply must be given within the above-mentioned time limit, clearly stating the reasons therefor.

The Ministry of Communications and Transport shall specify the procedures for evaluation of dossiers and granting of business licenses for multi-modal transportation.

5. Within 60 days after the receipt of complete and valid dossiers, the Ministry of Planning and Investment shall grant licenses for investment in the field of multi-modal transportation to the subjects defined in Clause 2, Article 6 of this Decree after obtaining the written approval of the Ministry of Communications and Transport. In case of non-granting, written reply must be given within the above-mentioned time limit, clearly stating the reasons therefor.

The order and procedures of evaluation of dossiers and granting of licenses for investment in the field of multi-modal transportation shall comply with the law provisions on foreign investment.

6. The licensing agencies are entitled to collect fees under the Finance Ministry's regulations.

Article 8.- License withdrawal

1. The licensing agencies are entitled to withdraw licenses if multi-modal transportation dealers commit violations in one of the following cases:

a) They violate the licensing conditions or procedures prescribed in Articles 6 and 7 of this Decree;

b) Within 1 year after being granted licenses, the licensees cannot get at least one contract for multi-modal transportation.

2. Licenses shall be temporarily withdrawn for 6 months if the multi-modal transportation dealers commit violations for the first time as provided for in Clause 1 of this Article, and withdrawn indefinitely if the multi-modal transportation dealers commit violations for the second time.

Chapter III

MULTI-MODAL TRANSPORTATION VOUCHERS

Article 9.- Issuance of multi-modal transportation vouchers

1. When a multi-modal transportation dealer has received cargoes, a multi-modal transportation voucher must be issued in negotiable or non-negotiable form, depending on the cargo consignor's option, except where otherwise provided for by the multi-modal transportation contract.

2. The multi-modal transportation vouchers shall be signed by multi-modal transportation dealers or persons authorized by multi-modal transportation dealers.

3. The signatures on multi-modal transportation vouchers may be hand-written, fax-printed, holed, stamped, symbolized or made in any other mechanical or electronic means under the current law provisions.

4. Forms of multi-modal transportation vouchers must be registered with the Ministry of Communications and Transport.

Article 10.- Forms of multi-modal transportation vouchers

1. The multi-modal transportation vouchers in negotiable form shall be issued by one of the following modes:

a) Presentation;

- b) On order;
- c) On order of the persons named in the original vouchers.

2. The multi-modal transportation vouchers in non-negotiable form shall be issued by mode of naming the cargo consignees.

Article 11.- Transfer of multi-modal transportation vouchers

The transfer of multi-modal transportation vouchers shall comply with the following regulations:

- 1. For mode of "Presentation": Endorsement is not required;
- 2. For mode of "On order": Endorsement is required;
- 3. For mode of "On order of the person named in the original voucher: The endorsement of the person named in the original voucher is required.

Article 12.- Contents of multi-modal transportation vouchers

1. The multi-modal transportation vouchers shall include the following principal contents:

a) The natural properties of cargoes; necessary signs, codes for recognition of cargoes; the danger or perishability of cargoes; the number of packages or pieces; the gross tonnage of cargoes or quantity of cargoes described in other ways.

All the above-said details shall be supplied by the cargo consignors.

- b) The outside conditions of cargoes;
- c) The name and head-office of the multi-modal transportation dealer;
- d) The name of the cargo consignor;
- e) The name of the cargo consignee if the consignor already mentioned the name;
- f) The place and date of receiving cargoes by the multi-modal transportation dealer;
- g) The place of cargo delivery;
- h) The date or deadline for cargo delivery at the place of cargo delivery, if the involved parties have already agreed upon;
- i) The clear statement on whether the multi-modal transportation voucher is negotiable or non-negotiable.
- j) The signature of the multi-modal transportation dealer or his/her authorized person;
- k) The freightage for each transportation mode if the involved parties have already agreed upon, or freightage, currency for payment of freightage by cargo consignees, or other description of freightage to be paid by the cargo consignees;
- l) The planned itinerary, the transportation mode in each road section and places for transshipment, if already known upon the issuance of multi-modal transportation vouchers;
- m) Other details which the involved parties unanimously agree to include in the multi-modal transportation vouchers, if they are not contrary to law provisions.

2. The lack of one or several details mentioned in Clause 1 of this Article shall not affect the legality of the multi-modal transportation vouchers.

Article 13.- Evidencing effect of multi-modal transportation vouchers

1. The multi-modal transportation vouchers are preliminary evidences of the reception of cargoes by multi-modal transportation dealers for transportation as mentioned in the multi-modal transportation vouchers, except for case of counter-evidence.
2. Where the multi-modal transportation vouchers are issued in negotiable form and have been lawfully transferred to the cargo consignees or from the cargo consignees to the third party, if the cargo consignees or the third party have based on the cargo description and strictly comply with such description, the counter-evidences shall not be accepted.

Article 14.- Reservation in multi-modal transportation vouchers

1. If the multi-modal transportation vouchers are inscribed with details on the general properties, signs, codes, the number of packages or pieces, weight or quantity of cargoes, and the multi-modal transportation dealers or their authorized persons know or have grounds to doubt that the descriptions are not true to the actually received cargoes, or if the multi-modal transportation dealers or their authorized persons have no proper equipment for examination of such details, they shall write their reservations in the multi-modal transportation vouchers, clearly stating the inaccurate descriptions, the grounds for doubts or the lack of proper means for examination.
2. If the multi-modal transportation dealers or their authorized persons do not inscribe the reservations on the multi-modal transportation vouchers on the outside conditions of cargoes, the cargoes shall be considered as being in good outside conditions.

Chapter IV

RESPONSIBILITIES OF MULTI-MODAL TRANSPORTATION DEALERS

Article 15.- Responsibility duration

The multi-modal transportation dealers must bear responsibility for the cargoes from the time they receive the cargoes till the time they deliver cargoes to the consignees.

Article 16.- Responsibilities towards employees, agents or carriers

1. The multi-modal transportation dealers must bear responsibility for all acts and errors of their employees or agents, when they have acted within the scope of hiring, or all acts and errors of any other persons whose services are used by the multi-modal transportation dealers for the performance of multi-modal transportation contracts.
2. In cases where the multi-modal transportation dealers sign single-modal transportation contracts with carriers, the specialized legislation on such single-modal transportation shall apply.

Article 17.- Responsibility to deliver cargoes

1. The multi-modal transportation dealers commit to perform, or organize the performance of, all necessary jobs in order to ensure the delivery of cargoes to the persons entitled to receive them.
2. When the multi-modal transportation vouchers have been issued in negotiable form, depending on the forms of vouchers, the cargo delivery is prescribed as follows:
 - a) If the vouchers are in form of "Presentation," the cargoes shall be delivered to the persons who present the originals of such vouchers;

- b) If the vouchers are in form of "On order," the cargoes shall be delivered to the persons who present the originals of such vouchers, which have been properly endorsed;
- c) If the vouchers are in form of "On order of the person named in the original vouchers, the cargoes shall be delivered to the persons who can evidence that they are the persons named in the vouchers and produce the original vouchers. If such vouchers are changed into form of "On order," the cargoes shall be delivered according to the provisions at Point b of this Clause.
3. When the multi-modal transportation vouchers are issued in non-negotiable form, the cargoes shall be delivered to the persons named as the cargo consignees in the vouchers, if such persons can prove that they are the persons named as the cargo consignees in the vouchers.
4. When the multi-modal transportation contracts prescribe the non-issuance of vouchers, the cargoes shall be delivered to one person designated by the cargo consignors or designated by the competent persons of the cargo consignors or the competent persons of the cargo consignees according to the provisions of the multi-modal transportation contracts.
5. After the multi-modal transportation dealers have delivered cargoes to the persons who present one original of the multi-modal transportation vouchers, the other originals of the vouchers shall be no longer valid for reception of cargoes.

Article 18.- Responsibility for cargo losses, damage or late delivery

1. The multi-modal transportation dealers must bear responsibility for the cargo losses, damage or late delivery if such things happen within the time limits and responsibility scope prescribed in this Decree, except when the multi-modal transportation dealers can prove that they, their employees, agents or any others prescribed in Article 16 of this Decree have already applied appropriate measures to preclude bad consequences.
2. The multi-modal transportation dealers shall have to pay all costs of expertise even when the cargo consignees request the expertise, if they cannot prove that the cargo losses or damage fall beyond the scope of their responsibility. For other cases, the expertise requesters shall have to pay the costs thereof.
3. The multi-modal transportation dealers shall not be held responsible for the cargo losses or damage and shall be considered as having fully delivered cargoes correctly as inscribed in the multi-modal transportation vouchers to the cargo consignees, if the later fail to notify in writing the former of such cargo losses or damage within one day after the reception of cargoes. In cases where cargo losses or damage cannot be detected from the outside, the cargo consignees must notify the multi-modal transportation dealers thereof in writing within 6 days (including public holidays and weekends) after the cargoes have been delivered to the consignees. In cases where the cargoes have already been expertised at the requests of the consignees or the multi-modal transportation dealers before the cargo delivery, written notification is not required.
4. The multi-modal transportation dealers must bear responsibility for the subsequent losses due to late delivery, when the cargo consignors have sent their documents requesting that the cargoes be delivered on time and such documents have already been accepted by the multi-modal transportation dealers.

Article 19.- Delivery time considered to be late or cargoes considered to be lost

1. The cargo delivery shall be considered late when it is effected in one of the following cases:

a) Cargoes are not delivered within the time limits agreed upon in the multi-modal transportation contracts.

b) In case of absence of such agreement in the multi-modal transportation contracts while the cargoes are not delivered within the reasonably required time limit and the multi-modal transportation dealers have done their best to deliver the cargoes, taking into account the circumstance of each specific case.

2. Cargoes are considered lost if they are not delivered within 90 days (including public holidays and weekends) after the delivery dates agreed upon in the contracts or the reasonable duration stated at Point b, Clause 1 of this Article, except where the multi-modal transportation dealers have evidences to prove contrarily.

Article 20.- Responsibility exemption

In spite of the provisions in Clause 1 of Article 16, Clauses 1 and 4 of Article 18, this Decree, the multi-modal transportation dealers shall not have to bear responsibility for the cargo losses, damage or late delivery if they can prove that such things have happened in the course of transportation due to one or many of the following causes:

1. Force majeure incidents;
2. Acts or negligence of the consignors, the consignees, their authorized persons or agents;
3. Incomplete or erroneous packing, sign-or code-inscription or numbering of cargoes;
4. Delivery, loading and unloading, piling of cargoes in ship holds by consignors, consignees, their authorized persons or agents;
5. Latent defects or natural properties of cargoes;
6. Labor strike, factory blockade, being prevented from the employment of part or whole of labor;
7. Where cargoes are transported by sea, inland waterways and losses, damage or late delivery happened in the course of transportation due to:
 - a) Acts, negligence or faults of ship masters, crew members, pilots or laborers working for the carriers in operating or administering the ships;
 - b) Fires, except when they are caused by deliberate acts or connivance of the carriers.

In cases where cargo losses or damage happen in the course of transportation as mentioned in this Clause due to the ships' incapability to fare sea, the multi-modal transportation dealers shall not also have to bear responsibility if they can prove that the ship have been capable of sea faring when starting the itineraries.

Article 21.- Ways of calculating compensation money

1. The calculation of compensations for cargo losses or damage shall be effected on the basis of referring to the values of such cargoes at the places and time they are delivered to the consignees or at the places and time they should have been delivered under the multi-modal transportation contracts.
2. The cargo values shall be determined according to the current goods- exchanging prices or in case of the absence of such prices, according to the current market prices; if the exchanging

prices or market prices are not available, the average values of cargoes of the same types and the same quality shall be referred to.

Article 22.- Responsibility limits of multi-modal transportation dealers

1. The multi-modal transportation dealers shall only bear responsibility for cargo losses or damage in any circumstances at the maximum level equivalent to 666.67 SDR for one package or one piece or 2.00 SDR for one kilogram of weight, packing included, of the lost or damaged cargoes, depending on the higher calculation, except when the cargo properties and value have been declared by consignors before they are received by multi-modal transportation dealers for transportation and have been already inscribed in the multi-modal transportation vouchers.
2. In cases where in a container, or equivalent transport, packing instruments are arranged with many packages and/or many pieces, which have been listed in the multi-modal transportation vouchers, they shall be considered packages or pieces. In other cases, such containers, or other equivalent transport or packing instruments must be considered packages or pieces.
3. In spite of the provisions in Clauses 1 and 2 of this Article, if the multi-modal transportation contracts do not cover the cargo transportation by sea or inland waterways, the responsibility of the multi-modal transportation dealers shall be limited within the money amount not exceeding 8.33 SDR for one kilogram of weight including packing of the lost or damaged cargoes.
4. In cases where cargo losses or damage happen in a specific process of multi-modal transportation and at such process, the international treaties or national laws prescribe a different responsibility limit if the transport contracts are signed separately for such process, the limit of the multi-modal transportation dealers' responsibility for the cargo losses or damage shall comply with the provisions of such international treaties or national laws.
5. If the multi-modal transportation dealers have to bear responsibility for the damage due to late delivery, or subsequent damage due to late delivery, which are not the losses or damage of those very cargoes, the multi-modal transportation dealers' responsibility shall be limited within the money amount not exceeding the money amount equivalent to the freightage under the multi-modal transportation contracts.
6. The total liability of the multi-modal transportation dealers shall not exceed the limit of responsibility for the losses of the entire cargoes.
7. The multi-modal transportation dealers are not entitled to enjoy the right to compensation responsibility limits, if the persons with relevant interests can prove that the cargo losses, damage or late delivery are caused by the multi-modal transportation dealers' actions or non-actions with intent of causing such losses, damage or late delivery or their reckless actions or non-actions and knowledge that such losses, damage or late delivery would have certainly happened.

Chapter V

RESPONSIBILITIES OF CARGO CONSIGNORS

Article 23.- Responsibilities to supply information on cargoes

1. The cargo consignors or their authorized persons must accurately supply the following information on cargoes to the multi-modal transportation dealers:
 - a) Details related to cargoes for inscription into the multi-modal transportation vouchers:

- The natural properties, signs, codes, quantities, weight, volumes and quality of cargoes;
 - The outside conditions of cargoes.
- b) Papers related to cargoes as provided for by law or agreed upon in the trading contracts.
2. When the cargo consignors or their authorized persons transfer dangerous cargoes to multi-modal transportation dealers for transportation, apart from the responsibility mentioned in Clause 1 of this Article, they must observe the following regulations:
- a) Supplying the multi-modal transportation dealers with documents and necessary instructions on the danger of the cargoes and, if necessary, the preventive measures;
 - b) Recording signs, codes or sticking labels for dangerous cargoes under the provisions of the international treaties or the current provisions of national laws;
 - c) Appointing escorts in cases where there must be escorts for dangerous cargoes.

Article 24.- Responsibility for cargo losses

1. The cargo consignors must bear responsibility for cargo losses caused by their acts of intentionally or unintentionally declaring cargoes inadequately or supplying information on cargoes inaccurately, incompletely as provided for in Article 23 of this Decree.
2. When the cargo consignors or their authorized persons fail to comply with the provisions in Clause 2, Article 23 of this Decree and the multi-modal transportation dealers have no ways to know the properties and danger of such cargoes, the consignors must bear responsibility to the multi-modal transportation dealers for all losses caused by the transportation of such cargoes, including the unloading, destruction or deactivation of such cargoes by multi-modal transportation dealers, depending on each specific case, if the dangerous cargoes constitute an actual threat to people and property.
3. In cases where cargoes are unloaded, destroyed or deactivated when they become the actual threats to people and property, the multi-modal transportation dealers shall not have to pay the compensations therefor, except when they are obliged to share the common losses or when they have to bear the responsibility as provided for in Article 18 of this Decree.
4. The consignors shall have to compensate the multi-modal transportation dealers for the losses incurred due to the inaccuracy or incompleteness of the information prescribed in Article 23 of this Decree.
5. The consignors must bear responsibility for all the losses prescribed in Clauses 1, 2, 3 and 4 of this Article even when they have already transferred the multi-modal transportation vouchers.
6. The multi-modal transportation dealers are entitled to receive compensations as provided for in Clauses 2 and 4 of this Article, but still have to bear responsibility under the multi-modal transportation contracts for any persons other than the consignors.

Chapter VI

RESPONSIBILITIES OF CARGO CONSIGNEES

Article 25.- Cargo reception

1. The cargo consignees must prepare all conditions for reception of cargoes upon the receipt of notices from the carriers on the arrival of the cargoes.

2. If the cargo consignees do not come to receive cargoes or refuse to receive the cargoes or delay the unloading of cargoes beyond the time limits prescribed by the contracts or by law, the multi-modal transportation dealers shall be entitled to unload the cargoes, deposit them to safe places, handle and notify the consignors thereof. For perishable cargoes, the multi-modal transportation dealers shall be entitled to handle them right away. All costs and losses incurred shall be borne by the cargo consignees.

3. Within 90 days as from the dates the cargoes must be received according to the multi-modal transportation contracts, if nobody comes to receive the deposited cargoes prescribed in Clause 2 of this Article, the warehouse and storing yard dealers may auction those cargoes. The proceeds from cargo auctions, after subtracting the reasonable expenses of the involved parties, shall be remitted into the State budget.

Article 26.- Payment of freightage and other expenses

1. The cargo consignees must fully pay freightage and other expenses related to multi-modal transportation to multi-modal transportation dealers according to the multi-modal transportation vouchers.

2. If the multi-modal transportation dealers are not paid money amounts as provided for in the multi-modal transportation contracts, they may retain the cargoes and notify the cargo consignees thereof in writing. Within 60 days as from the date of notification, if the multi-modal transportation dealers are still not yet paid fully with the above-said amounts, they must sign contracts for authorized auction of the retained cargoes. The proceeds from such cargo auctions shall be handled according to the current regulations.

The duration when the cargoes are placed under the ownership of the multi-modal transportation dealers due to the exercise of their right to retain cargoes as mentioned above must not be aggregated for calculation of the time of late delivery under the provisions in Articles 18 and 19 of this Decree.

Chapter VII

COMPLAINTS, LAWSUITS

Article 27.- Scope of complaints, lawsuits

1. All complaints and lawsuits related to the performance of multi-modal transportation contracts mentioned in this Decree covering disputes inside and outside the contracts must be settled in accordance with the provisions of this Decree and other relevant law provisions.

2. All complaints and lawsuits against multi-modal transportation dealers, related to the performance of multi-modal transportation contracts shall be effected also with the laborers, agents or other persons whose services have been used by the multi-modal transportation dealers for the performance of such multi-modal transportation contracts, regardless of whether such complaints and/or lawsuits are inside or outside the contracts. The full responsibility of the multi-modal transportation dealers as well as their employees, agents or other persons shall not exceed the limits prescribed in Article 22 of this Decree.

3. The multi-modal transportation dealers are not entitled to enjoy the responsibility limits, if the persons with relevant interests can prove that the cargo losses, damage or late delivery were caused by actions or non-actions of their employees, agents or other persons whose services have been used by the multi-modal transportation dealers for the performance of multi-modal

transportation contracts, with their intent of causing such losses, damage or delay; or their reckless actions or non-actions and their knowledge that such losses, damage or lateness would have certainly happened.

Article 28.- Provisions related to multi-modal transportation vouchers.

1. The contents in the multi-modal transportation vouchers shall be invalid and legally ineffective if they are directly or indirectly incompatible with the provisions of this Decree, especially if such contents cause harms to cargo consignors and consignees. This regulation shall not affect other contents in the multi-modal transportation vouchers.
2. In spite of the provisions in Clause 1 of this Article, if consented by the cargo consignors, the multi-modal transportation dealers may increase their responsibilities under the provisions of this Decree.
3. The provisions in this Decree shall not affect the application of the rule on settling common losses according to relevant provisions of national laws.

Article 29.- Time limits for complaints, statute of limitations for lawsuits

1. The time limits for complaints shall be agreed upon by the two parties in the multi-modal transportation contracts. In case of the absence of such agreement, the time limit for complaints shall be 90 days as from the date the cargoes are completely delivered to the consignees according to the provisions in Clause 3, Article 18 of this Decree, or after the dates the cargoes should have been delivered according to the provisions in the multi-modal transportation contracts or after the dates prescribed at Point b, Clause 1, Article 19 of this Decree.
2. The statute of limitations for lawsuits shall be 9 months as from the time the cargoes are completely delivered to the consignees as provided for in Clause 3, Article 18 of this Decree or after the dates the cargoes should have been delivered under the provisions of the multi-modal transportation contracts or after the dates prescribed at Point b, Clause 1, Article 19 of this Decree.

Article 30.- Settlement of disputes

The settlement of disputes related to the conclusion and performance of multi-modal transportation contracts shall be settled through negotiations between the parties or by arbitration or at courts according to the provisions of law.

Chapter VIII

IMPLEMENTATION PROVISIONS

Article 31.- Implementation effect

1. This Decree takes implementation effect as from January 1, 2004.
2. Organizations and individuals dealing in multi-modal transportation must carry out procedures for the granting of business licenses for multi-modal transportation within 90 days as from the date this Decree takes effect.

Article 32.- Implementation responsibility

The ministers, the heads of the ministerial-level agencies, the heads of the Government-attached agencies, the presidents of the provincial/municipal People's Committees and the concerned organizations as well as individuals shall have to implement this Decree.

**ON BEHALF OF THE GOVERNMENT
PRIME MINISTER**

Phan Van Khai