

**THE GOVERNMENT**

-----

No. 87/2009/ND-CP

**SOCIALIST REPUBLIC OF VIET NAM**

**Independence - Freedom – Happiness**

-----

*Hanoi, October 19, 2009*

**DECREE**

**ON MULTIMODAL TRANSPORT**

**THE GOVERNMENT**

*Pursuant to the December 25, 2001 Law on Organization of the Government;*  
*Pursuant to the June 14, 2005 Maritime Code of Vietnam;*  
*Pursuant to the November 13, 2008 Law on Road Traffic;*  
*Pursuant to the June 29, 2006 Law on Vietnam Civil Aviation;*  
*Pursuant to the June 15, 2004 Law on Inland Waterway Navigation ;*  
*Pursuant to the June 14, 2005 Law on Railways;*  
*Pursuant to the November 29, 2005 Enterprise Law;*  
*Pursuant to the November 26, 2003 Law on Cooperatives;*  
*Pursuant to the November 29, 2005 Investment Law;*  
*Pursuant to the June 29, 2001 Customs Law and the June 14, 2005 Law Amending and Supplementing a Number of Articles of the Customs Law;*  
*At the proposal of the Minister of Transport,*

**DECREES:**

**Chapter I**

**GENERAL PROVISIONS**

**Article 1. Scope of regulation and subjects of application**

1. This Decree provides for multimodal transport, including international multimodal transport and domestic multimodal transport.
2. This Decree applies to registered multimodal transport businesses, including enterprises established under the enterprise and investment laws and cooperatives established under the law on cooperatives of Vietnam: and to organizations and individuals involved in multimodal transport business.

**Article 2. Interpretation of terms**

In this Decree, the terms below are construed as follows:

1. Multimodal transport means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract.
2. International multimodal transport means multimodal transport from a place in Vietnam where the goods are taken in charge by the multimodal transport operator to a place designated for goods delivery in another country and vice versa.
3. Domestic multimodal transport means multimodal transport conducted within the Vietnamese territory.

4. Multimodal transport operator means an enterprise or a cooperative entering into, and taking accountability for the performance of, a multimodal transport contract.
5. Multimodal transport contract means a contract entered into by the consignor and the multimodal transport operator, under which the multimodal transport operator undertakes to provide the goods transport service and collect freight for the whole process of transport, from the place where the goods are taken in charge to the place where they are delivered to the consignee.
6. Multimodal transport document means a document issued by the multimodal transport operator to evidence a multimodal transport contract, certifying that the operator has taken in charge of the goods and undertaken to deliver the goods according to the terms of that contract.
7. Carrier means an organization or individual that performs or undertakes to perform the carriage or part thereof, whether that organization or individual is the multimodal transport operator or not.
8. Consignor means an organization or individual that enters into a multimodal transport contract with the multimodal transport operator.
9. Consignee means an organization or individual entitled to take in charge of the goods from the multimodal transport operator.
10. Taking in charge of goods means that the goods has been actually handed over to and accepted for carriage by the multimodal transport operator from the consignor or a person authorized by the consignor.
11. Delivery of goods means either of the following cases:
  - a/ The handing over of the goods to the consignee;
  - b/ The placing of the goods at the disposal of the consignee in accordance with the terms of the multimodal transport contract commercial law or applicable at the place of delivery;
  - c/ The handing over of the goods to an authority or other third party when so prescribed by the law applicable at the place of delivery.
12. Goods means any property (except real estate), including containers, pallets, or other similar articles of transport and packaging not supplied by the multimodal transport operator.
13. In writing means any of the following forms: telegraph, telex, fax or any other means which can be printed or recorded.
14. Endorsement means certification of the consignee or the person entitled to make certification after giving instructions on a multimodal transport document in a negotiable form for the delivery of the goods mentioned in such document to an identified person.
15. Special Drawing Right (SDR) means the unit of account defined by the International Monetary Fund. The exchange rate between SDR and Vietnam dong shall be announced by the State Bank of Vietnam on the basis of the exchange rate calculated and announced on a daily basis by the International Monetary Fund.
16. Latent defect means the defect of goods which cannot be detected merely through ordinary inspection of the apparent condition of the goods.

17. Force majeure cases mean objective, unforeseeable and irremediable events that occur although all necessary and possible measures have been taken.

18. Unimodal transport contract means a separate transport contract entered into by the multimodal transport operator and the carrier for a specific route under which only one mode of transport is used for the carriage of goods at the request of the multimodal transport operator.

### **Article 3. Customs procedures**

Goods in international multimodal transport are exempt from physical inspection by customs authorities, unless there are signs of transporting drugs, weapons and other banned commodities. The Ministry of Finance shall coordinate with the Ministry of Transport in specifying customs procedures for goods in multimodal transport.

### **Article 4. State management of multimodal transport**

1. The Government shall perform the unified state management of multimodal transport.
2. The Ministry of Transport shall perform the state management of multimodal transport and act as the focal point in assisting the Government in coordinating inter-branch activities and guiding the implementation of regulations on multimodal transport.

## **Chapter II**

### **CONDITIONS AND GRANT OF LICENSES FOR INTERNATIONAL MULTIMODAL TRANSPORT BUSINESS**

#### **Article 5. Conditions for international multimodal transport business**

1. A Vietnamese enterprise or cooperative may conduct international multimodal transport business only when satisfying all the following conditions:

- a/ Possessing a business registration certificate which covers the international multimodal transport business line;
- b/ Maintaining minimum assets equivalent to SDR 80,000 or providing an equivalent guarantee;
- c/ Having professional liability insurance for multimodal transport or providing an equivalent guarantee;
- d/ Possessing a license for international multimodal transport business.

2. A foreign investor in Vietnam may conduct international multimodal transport business only when satisfying all the following conditions:

- a/ Possessing an investment certificate which covers the international multimodal transport business line;
- b/ Maintaining minimum assets equivalent to SDR 80.000 or providing an equivalent guarantee;
- c/ Having professional liability insurance for multimodal transport or providing an equivalent guarantee;
- d/ Possessing a license for international multimodal transport business.

3. An enterprise of a country being a contracting party to the ASEAN Framework Agreement on Multimodal Transport or an enterprise of a country which has signed a treaty on multimodal transport with Vietnam may conduct international multimodal transport business only when

satisfying all the following conditions:

- a/ Possessing a license for international multimodal transport business or an international multimodal transport business registration paper granted by a competent agency of that country;
  - b/ Having professional liability insurance for multimodal transport or having an equivalent guarantee;
  - c/ Possessing a license for international multimodal transport business granted by Vietnam.
4. The Minister of Transport shall manage and grant licenses for international multimodal transport business.

#### **Article 6. Procedures and dossiers of application for international multimodal transport business licenses**

1. Enterprises defined in Clauses 1 and 2, Article 5 of this Decree shall send dossiers of application for international multimodal transport business licenses to the Ministry of Transport. Such a dossier comprises:

- a/ An application for a license (made according to a form provided in Appendix I, not printed herein);
- b/ A certified (or notarized) copy of the business registration certificate or the investment license which covers the international multimodal transport business line;
- c/ The finance agency's certification of the enterprise's asset value, or an equivalent guarantee.

2. Enterprises defined in Clause 3, Article 5 of this Decree shall send dossiers of application for international multimodal transport business licenses to the Ministry of Transport. Such a dossier comprises:

- a/ An application for a license;
- b/ A copy of the international multimodal transport business registration certificate, issued by a competent agency of that country and legalized by a consulate;
- c/ A contract on professional liability insurance for international multimodal transport, or an equivalent guarantee.

3. Within 10 working days after receiving a complete and valid dossier, the Ministry of Transport shall grant a multimodal transport business license to the applicant (made according to a form provided in Appendix III. not printed herein).

An international multimodal transport business license is valid for 5 years from the date of its grant.

4. In case of any change in the contents of its valid international multimodal transport business license, the international multimodal transport operator shall carry out procedures specified in Article 7 of this Decree to apply for re-grant of such license.

#### **Article 7. Procedures for re-grant of international multimodal transport business licenses**

1. Enterprises defined in Clauses 1, 2 and 3, Article 5 of this Decree shall send dossiers of application for re-grant of multimodal transport business licenses to the Ministry of Transport. Such a dossier comprises:

a/ An application for re-grant of the license (made according to a form provided in Appendix II, not printed herein);

b/ A certified (or notarized) copy of the business registration certificate (in case of any change);

c/ The finance agency's certification of the enterprise's asset value or equivalent guarantee (in case of any change).

2. Within 10 working days after receiving a complete and valid dossier, the Ministry of Transport shall re-grant an international multimodal transport business license to the applicant. Such a license is valid for 5 years from the date of its grant.

### **Article 8. License revocation**

The Ministry of Transport shall revoke an international multimodal transport business license if the multimodal transport operator:

1. Violates international multimodal transport business conditions specified in Article 5 of this Decree: or,

2. Commits other violations as provided for by law.

## **Chapter III**

### **DOMESTIC MULTIMODAL TRANSPORT BUSINESS**

#### **Article 9. Provisions on domestic multimodal transport business**

1. Only Vietnamese enterprises and cooperatives and foreign enterprises investing in Vietnam may conduct domestic multimodal transport business and must satisfy the following conditions:

a/ Having a business registration certificate which covers the multimodal transport business line;

b/ Having a contract on professional liability insurance for multimodal transport.

2. Operators of different modes of transport participating in domestic multimodal transport must satisfy business conditions provided for by law for each mode of transport.

## **Chapter IV**

### **MULTIMODAL TRANSPORT DOCUMENTS**

#### **Article 10. Issuance of international multimodal transport documents**

1. When the international multimodal transport operator has taken in charge of the goods, he/she shall issue a multimodal transport document in a negotiable or non-negotiable form as selected by the consignor, unless otherwise provided for by the multimodal transport contract.

2. Multimodal transport documents shall be signed by multimodal transport operators or their representatives.

3. Signatures on multimodal transport documents may be hand-written, fax-printed, perforated, stamped, symbols or made in any other mechanical or electronic forms under current law.

4. Forms of multimodal transport document must be registered with the Ministry of Transport. A dossier of registration of a multimodal transport document form comprises:

a/ A written request for registration of the form (made according to a form provided in Appendix IV, not printed herein);

b/ Two sets of multimodal transport document forms.

Within 3 working days, the Ministry of Transport shall give the certification "The multimodal transport document form has been registered" in the set of multimodal transport document forms.

#### **Article 11. Issuance of domestic multimodal transport documents**

1. When the domestic multimodal transport operator has taken in charge of the goods, he/ she shall issue a multimodal transport document.
2. Multimodal transport documents shall be signed by multimodal transport operators or their representatives.
3. Signatures on multimodal transport documents may be hand-written, fax-printed, holed, perforated, symbols or made in any other mechanical or electronic forms undercurrent law.

#### **Article 12. Forms of multimodal transport document**

1. Multimodal transport documents in a negotiable form may be issued in any of the following forms:
  - a) To bearer;
  - b) To order;
  - c) To order to the person named in the original document.
2. Multimodal transport documents in a non-negotiable form shall be issued in the form to the person named as the consignee.
3. Forms of domestic multimodal transport documents shall be agreed by the parties.

#### **Article 13. Transfer of multimodal transport documents**

The transfer of multimodal transport documents is specified as follows:

1. For the form "To bearer": Endorsement is not required;
2. For the form "To order": Endorsement is required;
3. For the form "To order to the person named in the original document": Endorsement by the person named in the original document is required.

#### **Article 14. Details of a multimodal transport document**

1. A multimodal transport document contains the following details:
  - a/ The general nature of the goods; marks and signs necessary for the identification of the goods: danger or perishability of the goods number of packages or units: gross weight of the goods or their quantity otherwise described;All the above-said details shall be supplied by the consignor.
- b/ The apparent condition of the goods;
- c/ The name and head office of the multimodal transport operator;
- d/ The name of the consignor;
- e/ The name of the consignee, if named by the consignor;

- f/ The place and date of taking in charge of the goods by the multimodal transport operator;
  - g/ The place of delivery of the goods;
  - h/ The date or period of delivery of the goods at the place of delivery, if already agreed by the involved parties;
  - i/ A statement indicating whether the multimodal transport document is negotiable or non-negotiable;
  - j/ The signature of the representative of or a person authorized by the multimodal transport operator;
  - k/ The freight for each mode of transportation if already agreed by the involved parties, or the freight and its currency payable by the consignee, or other indications that the freight is payable by the consignee;
  - l) The planned itinerary, mode of transport in each route and places of transshipment, if already known at the time of issuance of the multimodal transport document;
  - m) Other details which the involved parties agree to include in the multimodal transport document, if not contrary to law.
2. The omission of one or more of the details mentioned in Clause 1 of this Article does not affect the legality of a multimodal transport document.

#### **Article 15. Evidencing effect of multimodal transport documents**

1. A multimodal transport document is prima facie evidence of the taking in charge of the goods for carriage by the multimodal transport operator as described in the document unless a contrary indication.
2. In case a multimodal transport document is issued in a negotiable form and has been duly transferred to the consignee or from the consignee to a third party, if the consignee or the third party has relied on the description of the goods and acted thereon, the proof to the contrary shall not be accepted.

#### **Article 16. Reservation in multimodal transport documents**

1. If a multimodal transport document contains the particulars on the general nature, marks, number of packages or units, weight or quantity of the goods, and the multimodal transport operator or his/her representative knows or has reasonable grounds to doubt that the descriptions are untrue to the goods actually taken in charge, or if the multimodal transport operator or his/her representative has no proper equipment for examining such details, they shall write their reservations in the multimodal transport document, clearly stating the inaccurate description, the grounds for doubts or the lack of proper equipment for examination.
2. If the multimodal transport operator or his/ her representative fails to write the reservations in the multimodal transport document on the apparent condition of the goods, such goods will be regarded as being in good apparent condition.

### **Chapter V**

#### **LIABILITY AND POWERS OF THE MULTIMODAL TRANSPORT OPERATOR**

#### **Article 17. Liability duration**

The multimodal transport operator is liable for the goods from the time he/she has taken in charge of the goods to the time he/she delivers the goods to the consignee.

#### **Article 18. Liability towards servants, agents or carriers**

The multimodal transport operator is liable for all acts and omissions of his/her servants or agents when they have acted within the scope of their employment, or all acts and omissions of any other persons whose services the multimodal transport operator has used to perform the multimodal transport contract.

In case the multimodal transport operator signs a unimodal transport contract with the carrier, the specialized law on such unimodal transport shall be applied.

#### **Article 19. Liability to deliver the goods**

1. The multimodal transport operator shall undertake to perform or to procure the performance of all acts necessary to ensure delivery of the goods to the consignee.

2. When a multimodal transport document has been issued in a negotiable form, depending on the form of document, the delivery of the goods is specified as follows:

a/ If the document is in the form "To bearer", the goods shall be delivered to the person surrendering one original of the document:

b/ If the document is in the form "To order", the goods shall be delivered to the person surrendering one original of the document duly endorsed:

c/ If the document is in the form "To order to a person named in the original document", the goods shall be delivered to the person who can prove that he/she is named in the document and surrenders one original of the document. If such document has been converted into a document in the form "To order", the goods shall be delivered under Point b of this Clause.

3. When a multimodal transport document has been issued in a non-negotiable form, the goods shall be delivered to the person named as consignee in the document, if this person can prove that he/she is the consignee named in the document.

4. When a multimodal transport contract provides that no document shall be issued, the goods shall be delivered to a person designated by the consignor or consignee according to the terms of the contract.

5. After the multimodal transport operator has delivered the goods to the person who surrendered one original of the multimodal transport document, all other originals of the document will be no longer valid for the taking in charge of the goods.

#### **Article 20. Liability for loss, damage or delay in delivery**

1. The multimodal transport operator is liable for loss resulting from loss of or damage to the goods or loss resulting from delay in delivery if the event which caused the loss, damage or delay in delivery took place while the goods were in his/her charge as defined in this Decree, unless the multimodal transport operator proves that he/ she. his/her servants, agents or any other person referred to in Article 18 of this Decree have, within their permitted ability, taken all reasonable measures to avoid bad consequences.

2. The multimodal transport operator shall pay assessment costs, even when the assessment is requested by the consignee, if he/she fails to prove that loss of or damage to the goods falls



beyond the scope of his/her liability. In other cases, the assessment requester shall pay assessment costs.

3. The multimodal transport operator is not liable for loss resulting from loss of or damage to the goods or loss resulting from delay in delivery and will be regarded as having fully delivered the goods, as indicated in the multimodal transport document, to the consignee if the latter fails to notify in writing the former of such loss or damage within one day from the date the goods are taken in charge. In case the loss of or damage to the goods cannot be detected based on their apparent condition, the consignee shall notify such in writing to the multimodal transport operator within 6 days (including public holidays and weekends) from the date the goods are delivered to the consignee. In case the goods have been assessed at the request of the consignee or the multimodal transport operator before the handing over of the goods, written notification is not required.

4. The multimodal transport operator is liable for consequential losses resulting from delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.

#### **Article 21. Delay in delivery or the goods treated as lost**

1. Delay in delivery occurs in either of the following cases:

a/ The goods have not been delivered within the time expressly agreed upon in the multimodal transport contract:

b/ No agreement is reached in the multimodal transport contract while the goods have not been delivered within the required reasonable time and the multimodal transport operator has tried his/her best to deliver the goods, having regard to the circumstances of the case.

2. The goods will be treated as lost if they have not been delivered within 90 days (including public holidays and weekends) following the date of delivery agreed in the contract or the reasonable time mentioned at Point b, Clause 1 of this Article, in the absence of evidence to the contrary.

#### **Article 22. Liability exemption**

The multimodal transport operator is not liable for loss, damage or delay in delivery with respect to goods carried if he/she proves that the event which caused such loss, damage or delay occurred during that carriage is one or more of the following circumstances:

1. Force majeure.

2. Act or neglect of the consignor, the consignee or his/her representative or agent:

3. Insufficient or defective packaging, marking, or numbering of the goods:

4. Handling, loading, unloading, stowage of the goods effected by the consignor, the or his/ her representative or agent:

5. Inherent or latent defect in the goods:

6. Strike or lockouts or stoppage or restraint of labor, whether partial or general:

7. With respect to the goods carried by sea or inland waterways, when such loss, damage or delay during such carriage has been caused by:

a/ Act, neglect or default of the master, mariner, pilot or the servant of the carrier in navigation or in the management of ship:

b/ Fire unless caused by the actual fault or privity of the carrier.

In case loss or damage has resulted from unseaworthiness of the ship, the multimodal transport operator is not liable for such loss or damage if he/she can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

### **Article 23. Methods of compensation assessment**

1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such the goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with the multimodal transport contract, they should have been so delivered.

2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price, or if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

### **Article 24. Limitation of liability of the multimodal transport operator**

1. The multimodal transport operator shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of SDR 666.67 per package or unit or SDR 2 per kilogram of gross weight of the goods lost or damaged, whichever is higher, unless the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the multimodal transport operator and inserted in the multimodal transport document.

2. In case in a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport shall be deemed packages or shipping units. In other cases, such container, pallet or article of transport or packaging shall be considered the package or unit.

3. If a multimodal transport contract does not include carriage by sea or inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding SDR 8.33 per kilogram of gross weight of the goods lost or damaged.

4. When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable treaty or national law would have provided another limit of liability if a separate contract had been made for that particular stage of transport, then the limit of the multimodal transport operator's liability for such loss or damage shall be determined by reference to such treaty or national law.

5. If the multimodal transport operator is liable in respect of loss following delay in delivery or consequential loss or damage other than loss of or damage to the goods, his/her liability shall be limited to an amount not exceeding the equivalent of the freight under the multimodal transport contract.

6. The aggregate liability of the multimodal transport operator shall not exceed the limits of liability for total loss of the goods.

7. The multimodal transport operator is not entitled to the benefit of limitation of liability if it is proved by the person with related interests that the loss, damage or delay in delivery resulted from a personal actor omission of the multimodal transport operator done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

## **Chapter VI**

### **LIABILITY AND POWERS OF THE CONSIGNOR**

#### **Article 25. Liability to provide information on the goods**

1. The consignor or his/her representative shall accurately provide the multimodal transport operator with the following information on the goods:

a/ Particulars relating to the goods for insertion in the multimodal transport document:

- The general nature, marks, number, weight, volume and quality of the goods;
- The apparent condition of the goods.

b/ Papers related to the goods as provided for by law or agreed in the trading contract.

2. In addition to the liabilities mentioned in Clause 1 of this Article, the consignor or his/her representative that hands over dangerous goods to the multimodal transport operator for carriage shall:

a/ Supply the multimodal transport operator with necessary documents and instructions on the danger of the goods and, if necessary, the precautions to be taken;

b/ Mark or label dangerous goods in accordance with treaties or current national law:

c/ Appoint escorts, if it is so required for dangerous goods.

#### **Article 26. Liability for the loss of the goods**

1. The consignor is liable for any loss resulting from any inaccuracies in or inadequacies of information referred to in Article 25 of this Decree.

2. When the consignor or his/her representative fails to comply with the provisions of Clause 2, Article 25 of this Decree and the multimodal transport operator has no way to know the particulars and danger of such goods, the consignor shall indemnify the multimodal transport operator against any loss resulting from the carriage of such goods, even they may be unloaded, destroyed or rendered innocuous by the multimodal transport operator, as the circumstances may require, if dangerous goods become an actual danger to life or property.

3. In case the goods are unloaded, destroyed or rendered innocuous when they become an actual danger to life or property, the multimodal transport operator is not required to pay compensation, unless there is an obligation to contribute in general average, or when the multimodal transport operator is liable in accordance with Article 20 of this Decree.

4. The consignor shall indemnify the multimodal transport operator against any loss resulting from any inaccuracies in or inadequacies of information specified in Article 25 of this Decree.

5. The consignor shall remain liable for all the losses mentioned in Clauses 1, 2, 3 and 4 of this Article even if the multimodal transport document has been transferred by him/her.

6. The multimodal transport operator is entitled to compensation provided for in Clauses 2 and 4 of this Article but shall remain liable under the multimodal transport contract to any person other than the consignor.

## **Chapter VII**

### **LIABILITY AND POWERS OF THE CONSIGNEE**

#### **Article 27. Taking in charge of goods**

1. The consignee must prepare all conditions for taking in charge of the goods upon obtaining the carrier's notice on the arrival of the goods.
2. If the consignee does not come to receive the goods or refuses to receive the goods or delays the unloading of the goods beyond the time limit indicated in the contract or prescribed by law, the multimodal transport operator may unload the goods, deposit it at a safe place, handle it and notify the consignor thereof. For perishable goods, the multimodal transport operator may immediately handle it. All costs and losses incurred shall be borne by the consignee.
3. Within 90 days from the date the goods must be taken in charge of under the multimodal transport contract, if nobody comes to take in charge of the deposited goods mentioned in Clause 2 of this Article, the warehouse and storing yard operator may auction such goods. After subtracting reasonable expenses of the involved parties, the remainder of the proceeds from such auction shall be remitted into the state budget.

#### **Article 28. Payment of freight and other expenses**

1. The consignee shall fully pay freight and other expenses relating to multimodal transport to the multimodal transport operator as mentioned in the multimodal transport document.
2. If the multimodal transport operator is not paid the amounts indicated in the multimodal transport contract, he/she may retain the goods and notify such in writing to the consignee. Within 60 days from the date of notification, if the multimodal transport operator is still not yet fully paid the above amounts, he/she may sign a contract for authorized auction of the retained goods. The proceeds from such auction shall be handled under current regulations.

The above duration in which the goods is placed under the ownership of the multimodal transport operator as a result of exercising his' her right to retain the goods shall not be aggregated for calculating the time of delay in delivery under Articles 20 and 21 of this Decree.

## **Chapter VIII**

### **COMPLAINTS AND LAWSUITS**

#### **Article 29. Scope of complaints and lawsuits**

1. All complaints and lawsuits relating to the performance of multimodal transport contracts mentioned in this Decree, covering disputes founded in contract or in tort, shall be settled in accordance with this Decree and other relevant laws.
2. All complaints and lawsuits against the multimodal transport operator relating to the performance of a multimodal transport contract shall be made against any servant, agent or other person whose services the multimodal transport operator has used to perform such contract, whether such complaints and lawsuits are founded in contract or in tort. The aggregate liability

of the multimodal transport operator and his/her servants, agents or other persons will not exceed the limits prescribed in Article 24 of this Decree.

### **Article 30. Provisions relating to multimodal transport documents**

1. The particulars in a multimodal transport document will be null and void and produce no effect if they are either directly or indirectly depart from the provisions of this Decree, specifically if stipulations are made that are prejudicial to the consignor and the consignee, riiiis stipulation will not affect other particulars in the multimodal transport document.
2. Notwithstanding the provisions of Clause 1 of this Article, the multimodal transport operator may. with the consent of the consignor, increase his/her liability in accordance with this Decree.
3. The provisions of this Decree will not prevent the application of the rules pertaining to general average adjustment contained in the relevant national law.

### **Article 31. Time limit for complaints and statute of limitations for lawsuits**

1. The time limit for complaints shall be agreed by the two parties in the multimodal transport contract. If no agreement is reached, the time limit for complaints is 90 days from the date the goods is completely delivered to the consignee under Clause 3, Article 20 of this Decree, or after the date on which the goods should have been delivered under the multimodal transport contract, or after the date specified at Point b. Clause 1, Article 21 of this Decree.
2. The statute of limitations for lawsuits is 9 months from the time the goods is completely delivered to the consignee under Clause 3, Article 20 of this Decree, or after the date on which the goods should have been delivered under the multimodal transport contract, or alter the dale specified at Point b. Clause I. Article 21 of this Decree.

### **Article 32. Settlement of disputes**

Disputes relating to the conclusion and performance of multimodal transport contracts shall be settled through negotiation between the involved parties, by arbitration or at court in accordance with law.

## **Chapter IX**

### **IMPLEMENTATION PROVISIONS**

#### **Article 33. Effect**

1. This Decree takes effect on December 15, 2009, and supersedes the Government's Decree No. 125/2003/ND-CP of October 29, 2003. on international multimodal transport. Organizations possessing multimodal transport business licenses which remain effective under Decree No. 125/2003/ND-CP shall carry out procedures for application for re-grant of these licenses after they expire.
2. To promulgate together with this Decree 4 appendices (not printed herein).

#### **Article 34. Organization of implementation**

Ministers, heads of ministerial-level agencies, heads of government-attached agencies, chairpersons of provincial-level People's Committees, and concerned organizations and individuals shall implement this Decree.-

**ON BEHALF OF THE GOVERNMENT  
PRIME MINISTER**

**Nguyen Tan Dung**