

UNIFORM ACT ON ROAD FREIGHT AGREEMENTS

SUMMARY OF THE UNIFORM ACT ON ROAD FREIGHT AGREEMENTS

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The Council of ministers of the Organization for the Harmonization of Business Law in Africa (OHADA);

- Considering the Treaty on the Harmonization of Business Law in Africa, particularly in articles 2, 5 through 10;
- Considering the report of the Permanent Secretariat and the comments of States parties;
- Considering the notice dated 17 December, 2013 of the Common Court of Justice and Arbitration;

After deliberations, States Parties present and voting unanimously adopt the uniform Act worded as follows:

CHAPTER I: SCOPE AND DEFINITIONS

Scope

Article 1

1. This uniform Act shall apply to any agreement on road freight when the place of collection of the goods and the place designated for delivery, as specified in the agreement, are situated either within the territory of an OHADA member State, or within the territory of two different States, of which at least one is a member of OHADA. The uniform Act shall apply irrespective of the domicile and nationality of the parties to the freight agreement.
2. The uniform Act does not apply to the transportation of dangerous goods, funerary consignment, moving services or carriage performed under the terms of international postal conventions.

Definitions

Article 2

For the purposes of this uniform Act, the following shall mean:

- a) “notice”: an oral or written notice, unless a provision of this uniform Act requires a written notice or the persons concerned provide otherwise;

- b) “freight agreement”: any agreement by which a natural person or a legal entity - the carrier - undertakes mainly and against remuneration, to move by road, from one place to another, by means of a vehicle, the goods delivered to him by another person - the sender;
- c) “writing”: a series of letters, characters, numbers or other signs or symbols with an intelligible meaning on paper or in electronic format;

Unless the persons concerned provide otherwise, the requirement of a writing document shall be met irrespective of the format and modalities of transmission, provided that the integrity, stability and sustainability of the written document are ensured;

- d) the consignment note is the document which evidences the road freight agreement;
- e) “goods”: any movable asset;
- f) “dangerous goods”: generally speaking, goods that, by their composition or their state, pose a risk to the environment, safety or integrity of persons or property;
- g) “moving services”: the transportation of used household goods originating from and destined to a local housing or premises for professional, commercial, industrial, craft or administrative use, when the packaging is taken care of by the carrier and the moving is not the main service;
- h) “transportation of funeral consignment”: transporting the body of a deceased person;
- i) “successive freight”: transport in which several carriers follow each other in order to execute a single road freight agreement;
- j) “combined freight”: transport in which, for the execution of a single road freight agreement, a road vehicle containing goods is transported, without intermediate reloading, on or in an off-road vehicle for part of the journey;
- k) “carrier”: a natural person or a legal entity that takes the responsibility for bringing the goods from the place of departure to the destination by means of a road vehicle;
- l) “vehicle”: any motorized, road vehicle or any trailer or semi-trailer on rear axle which front is attached to the towing vehicle designed to be coupled to such a vehicle.

CHAPTER II: AGREEMENT AND TRANSPORT DOCUMENTS

Formation of the freight agreement

Article 3

The freight agreement exists as soon as the originator and the carrier agree to the moving of goods at an agreed price.

Consignment note

Article 4

- 1- The consignment note must contain:
 - a) the place where it was made out and its date;
 - b) the name and address of the carrier;
 - c) the names and addresses of the sender and the of the consignee;
 - d) the place and date of collection of the goods and the place designated for delivery;
 - e) the common-use description of the nature of the goods and the packing method and, in case of dangerous goods, their generally recognized description;
 - f) the number of packages, their special marks and their numbers;
 - g) the gross weight of the goods or their quantity otherwise expressed;
 - h) instructions required for customs and other formalities;
 - i) fees arising from freight (freight fees, additional fees, customs duties and other fees incurred from the drafting of the agreement to the time of delivery);
- 2- Where applicable, the consignment note may also contain the following:
 - a) a prohibition of trans-shipment;
 - b) the fees that the sender undertakes to pay;
 - c) the “cash on delivery” amount;
 - d) the sender’s declaration, following an additional payment to the agreed price, of the value of the goods or an amount representing a special interest in delivery;

- e) the sender's instructions to the carrier regarding insurance of the goods;
 - f) the agreed time limit in which the transport is to be carried out.
 - g) The grace period for the payment of costs associated to vehicle downtime;
- 3- The parties to the agreement may include any other particular they deem useful in the consignment note.
- 4- The absence or irregularity of the consignment note or the particulars referred to in paragraphs 1 or 2 of this article, as well as the loss of the consignment note shall affect neither the existence nor the validity of the freight agreement which remains subject to the provisions of this uniform Act.
- h) The list of the documents handed to the carrier.

Conclusive effect of the consignment note

Article 5

- 1- The consignment note shall be *prima facie* evidence, until proven otherwise, of the terms of the freight agreement and of the receipt of the goods by the carrier,.
- 2- The consignment note shall be made out in one original and at least two copies, the number of copies must be specified. The original shall be given to the sender, the carrier shall retain one copy and another copy shall accompany the goods to their destination.

Customs documents

Article 6

- 1- In interstate freight, in order to complete customs and other formalities to be completed before the delivery of goods, the sender shall attach to the consignment note or provide the carrier with, the necessary documents as well as and provide said carrier all relevant information.
- 2- The carrier is not required to check whether the documents referred to in the preceding paragraph are accurate or adequate. The sender shall be liable for any damage that may result from the absence, inadequacy or irregularity of such documents and information, holding the carrier free of any liability arising from the aforementioned damage, except in the event of the carrier's fault.
- 3- The carrier shall be liable, just as an agent would be, for the consequences arising from the loss or incorrect use of the documents specified in the consignment note, and

accompanying it or deposited with him; on this case, the compensation payable by him shall not exceed that payable in the event of loss of the goods.

CHAPTER III: EXECUTION OF THE FREIGHT AGREEMENT

Packing of goods

Article 7

- 1- Unless otherwise provided for by the agreement or common practices, the sender shall pack the goods in an appropriate manner. He shall be liable to the carrier and any other person whom the latter uses for the performance of the freight agreement, for damage to persons, equipment or to other goods, as well as expenses incurred due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time he collected the goods and he made no reservations thereon.
- 2- When at the time of the collection, an apparent or known packing defect by the carrier presents an obvious risk to the safety or integrity of persons or goods, the carrier shall notify the person responsible for packing and invite him to remedy it. The carrier shall not be required to transport the goods where, after notice, such packing defect is not remedied within a reasonable time given the circumstances of the case.
- 3- In the event the packaging is damaged during transport, the carrier shall take the measures that he deems the in the best interests of the beneficiary to the goods and shall notify the latter. If broken packaging or the merchandise contained in the package presents a risk to the safety or integrity of the persons or goods, the carrier may, adequately, unload the goods immediately on behalf of the beneficiary, notifying the latter thereof. After unloading, transport is deemed completed. In this case, the carrier shall assume custody of the goods; it may entrust them to a third party, in which case it shall then only be liable the selection of such third party. The merchandise shall remain liable for claims arising from the consignment note and any other charges.

Statements and responsibility of the sender

Article 8

- 1- The sender shall provide the carrier with the information and statements provided for in article 4 paragraph 1 c) to h) above and, where appropriate, those laid down in paragraph 2 of the same article.
- 2- The sender shall repair the damage suffered by the carrier or any other person whose services the latter uses for the performance of the freight agreement, when this damage

originates either in the defect of the goods, or the omission, the insufficiency or the inaccuracy of its statements or instructions relating to the goods being transported.

- 3- The sender who entrusts dangerous goods to the carrier, without disclosing in advance the exact nature thereof, shall be liable for any damage suffered due to the carriage of such goods. It shall pay for storage costs and expenses incurred by such goods and assume the risks. The carrier may, in an appropriate manner, unload, destroy or render harmless dangerous goods that it would have not have agreed to collect, had it known their nature or characteristics, and this without any compensation.
- 4- The sender who delivers to the carrier documents, cash or goods of great value, without actually disclosing in advance the nature or value thereof, shall be liable for any damage suffered due to the carriage thereof. The carrier is not required to carry any documents, cash or goods of high value. Should it carry such goods, it shall be responsible for the loss only in the event the nature or the value of the goods had been declared to it. The false statement on the nature or value of the goods shall exempt the carrier from any liability.

Time of freight

Article 9

The freight of goods shall cover the period that runs from the time the carrier takes over the goods for their transportation until delivery of said goods.

Collecting the goods

Article 10

- 1- When collecting the goods, the carrier is required to check:
 - a) the accuracy of the statements in the consignment note as to the number of packages, their marks and as well as to their numbers;
 - b) the apparent condition of the goods and their packaging.
- 2- Where the carrier has no reasonable means of checking the accuracy of the particulars referred to in paragraph 1a) of this article, it shall enter its reservations in the consignment note along with the grounds for any reservations. It shall also provide the reasons for all the reservations it makes in connection with the apparent condition of the goods and their packaging. Such reservations shall bind the sender only if it expressly accepted them in the consignment note.
- 3- The sender is entitled to require the carrier to check the gross weight of the goods or their quantity otherwise expressed. It may also require the contents of the packages to be

checked. The carrier may claim the cost of such checking, to the sender. The result of the verification shall be entered in the consignment note.

- 4- Absent explained reservations of the carrier included in the consignment note, there shall be a presumption that the goods and their packaging were in good apparent condition at the time of collection, and that the number of the packages, their brand, and their numbers were compliant with the information of the consignment note.

Right to dispose of the goods on the way

Article 11

- 1- The sender has the right to dispose of the goods on the way, in particular, by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.
- 2- The right of disposal, however, belongs to the consignee as soon as the consignment note is drawn up if a statement to this effect is included therein by the sender.
- 3- Exercising the right of disposal shall be subject to the following conditions:
 - a) the sender or, in the case referred to in paragraph 2 of this article, the consignee that wishes to exercise such right, shall produce the original of the consignment note on which must appear the new instructions given to the carrier and indemnify the carrier against all expenses and damage arising from the execution of such instructions;
 - b) such performance must be possible when the instructions reach the person who is to carry them out and must not either interfere with the normal operation of the carriers' business or prejudice the senders or consignees of other consignments;
 - c) the instructions shall never result in a division of the consignment.
- 4- When, by reason of the provisions of paragraph 3 b) above of this article, the carrier cannot carry out the instructions he receives, he shall immediately notify the person who gave him such instructions.
- 5- The carrier who has not carried out the instructions given under the conditions set forth in this article, or who has followed them without requiring the original copy of the consignment note, shall be liable to the beneficiary for damage caused thereby.

Impediment to transportation and delivery

Article 12

- 1- The carrier shall, without delay, notify and ask for instructions:

- a) from the beneficiary to the goods where, before the arrival of the goods at the place designated for delivery, the performance of the agreement under the conditions set forth in the consignment note is or becomes impossible;
 - b) from the sender where, after the arrival of the goods at destination, for any reason whatsoever and without any fault on the part of the carrier, the carrier is unable to carry out the delivery.
- 2- In the case referred to in paragraph 1 a) above, where circumstances allow the performance of the agreement under different conditions from those set forth in the consignment note, and the carrier was unable to obtain instructions in reasonable time from the beneficiary to the goods, he takes such steps he deems in the interests of that person.
 - 3- When delivery could not be completed because the recipient has failed or has refused to take delivery of the goods, he may always take delivery as long as the carrier has not received instructions to the contrary.
 - 4- The carrier is entitled to recover the costs incurred because of his request for instructions and the execution of the instructions, unless such expenses are the results of his fault.
 - 5- From the notice of paragraph 1 of this article, the carrier may unload the goods on behalf of the beneficiary. After this unloading, the transport is deemed completed. The carrier shall then hold the goods and he is entitled to a reasonable compensation for the preservation or storage of the goods. The carrier may only be responsible for the choice of the third party. The carriage may, however, entrust the goods to a third party and he shall then be responsible only for the judicious choice of that third party. The merchandise remains liable for claims resulting from the consignment note and all other expenses.
 - 6- The carrier may cause the sale of the goods to be made, without awaiting for instructions if the condition or perishable nature of the goods warrants such a course, or when the storage costs are out of proportion to the value of the goods.

In other cases, he may cause the sale of the goods if he has not received instructions within 15 days from the notification. The procedure in case of sale shall be determined by the law or custom of the place where the goods are located. The proceeds of the sale shall be made available to the beneficiary, less the fees charged on the goods. If these fees exceed the proceeds of the sale, the carrier shall be entitled to the difference.

Delivery of the goods

Article 13

- 1- The carrier is required to deliver the goods to the consignee at the place designated for delivery and provide him with the copy of the consignment note which accompanies the goods, all against discharge. Delivery must be done within the agreed period or, in the absence of an agreed time limit, within such time as is reasonable to give a diligent carrier, taking into account the circumstances of the case.
- 2- After the arrival of the goods at the place provided for the delivery, the carrier is required to notify the consignee of the arrival of the goods and the time limit set for its removal, unless the delivery of the goods takes place at the residence or the institution of the consignee.
- 3- Before taking delivery of the goods, the consignee is required to pay the amount arising from the consignment note. In case of dispute on this subject, the carrier is obliged to deliver the goods only if a security is provided by the consignee.
- 4- Subject to the rights and obligations of the sender, the consignee, by his express or tacit acceptance of the goods or of the freight agreement, shall acquire the rights attached to the freight agreement and may enforce them in its own name vis-à-vis the carrier. The carrier may not however, be held liable for double compensation to the sender and the consignee for the same damage.

Condition of the goods and delay in delivery

Article 14

- 1- Where the carrier and the recipient agree on the condition of the goods upon delivery, they may draft a joint written statement. In this case, evidence to the contrary of the outcome of such statement shall only be established for not visible losses or damage and if the sender sent to the carrier a written notice indicating the nature of the loss or damage within seven days after such joint statement, Sundays and holidays not included.
- 2- Where there is no joint written statement on the condition of the goods upon delivery, the consignee must send to the carrier a written notice indicating the nature of the loss or damage:
 - a) no later than the first business day following the date of delivery, in case of loss or visible damage;
 - b) within seven days from the date of delivery, Sundays and public holidays excluded, in cases of not visible losses or damage.
- 3- Failing notices within these time limits, the goods shall be deemed to have been received in the condition described in the consignment note. A written statement on the loss or damage made on the consignment note or any other transport document at the time of delivery shall meet the notice requirements of this paragraph.

- 4- A late delivery may give rise to compensation only if a written notice is sent to the carrier within twenty-one days following the date of the notice of arrival of the goods at the place designated for delivery or, as the case may be, the date of the arrival of the goods at the residence or the establishment of the consignee where delivery is to be made.

Payment of claims arising from the consignment note

Article 15

- 1- Claims arising from the consignment note shall be payable by the originator prior to delivery, unless otherwise specified on the consignment note.
- 2- Where the goods are not of the same nature as described in the agreement or if their value is greater than the declared amount, the carrier may claim the price that it could have demanded for such freight.
- 3- In accordance with article 13 paragraph 3 above, the carrier is entitled to withholding the goods carried until payment of claims arising from the consignment note has been made. Where, pursuant to the consignment note, these amounts are owed by the consignee, the carrier who does not demand them before delivery loses his right to demand them to the originator. In the event of refusal to pay by the consignee, the carrier shall notify the originator and request instructions therefrom.
- 4- The carrier shall have a lien on the goods carried for all that is due provided that there is a connection between the goods being transported and the claim.

**CHAPTER IV:
LIABILITY OF THE CARRIER**

The basis for liability

Article 16

- 1- The carrier is required to deliver the goods to their destination. He shall be liable for damage, total or partial loss, which occurs during the period of carriage as well as for delay in delivery.
- 2- There is delay in delivery when the goods are not delivered within the prescribed time limit or, absent an agreed timeframe, within the time it would be reasonable to grant to a diligent carrier, taking into account the circumstances of the case.
- 3- The beneficiary may, without further proof, consider the goods as lost in whole or in part, as they case may be, when they have not been delivered or have been delivered only partially, thirty days after the expiration of the agreed delivery deadline or, absent an agreed delivery time, sixty days after the carrier collected the goods.

- 4- The carrier shall be liable, as for his own actions or omissions, for actions or omissions of his employees or agents acting in the exercise of their functions and the actions of any other person whose services he uses for the performance of the freight agreement, when this person acts for the purposes of the performance of the agreement.

Exonerations

Article 17

- 1- The carrier shall be relieved of liability if he proves that the loss, damage or delay was caused by the beneficiary's fault or order, by a vice inherent to the goods or the circumstances that the carrier could not avoid and the consequences of which he was unable to prevent.
- 2- The carrier shall be relieved of liability when the loss or damage arises from special risks inherent in one or several of the following:
 - a) use of open and uncovered vehicles, when their use has been expressly agreed and specified in the consignment note;
 - b) Lack of, or defective condition of packing in the case of goods which, by their nature, are exposed to wastage or likely to be damaged when not properly packed or when not packed;
 - c) handling, loading, stowage or unloading of the goods by the sender or the consignee or persons acting on behalf of the sender or the consignee;
 - d) nature of certain goods exposed by causes inherent to such nature itself, to either total or partial loss or damage, especially through breakage, spontaneous deterioration, desiccation, leakage or normal waste;
 - e) insufficiency or inadequacy of marks or packages numbers;
 - f) carriage of livestock.
- 3- The carrier cannot absolve himself from liability by invoking the defective condition of the vehicle used to perform the carriage.
- 4- When the carrier proves that, given the factual circumstances, the loss or damage could be attributed to one or more of these special risks, it shall be presumed that it was so caused. The beneficiary may, however, prove that the damage was not, in fact, attributable, either wholly or partly, to either of these risks. In the case referred to in paragraph 2 above, the presumption shall not apply if there has been an abnormal shortage or a loss of packages.

- 5- If the transport is performed in vehicles specially equipped to protect goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of paragraph 3 d), unless he proves that all actions incumbent on him, given the circumstances, with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions that may have be given to him.
- 6- The carrier shall not be entitled to claim the benefit of paragraph 2 f) of this article, unless he proves that all steps normally incumbent on him, given the circumstances, were taken and that he complied with special instructions that may have be given to him.
- 7- Where the carrier is not liable for some of the factors that caused the damage, he shall remain liable to the proportion where the factors for which he is liable contributed to the damage.

Limitations of liability

Article 18

- 1- Compensation for damage or total or partial loss of goods shall be calculated according to the value of the goods and shall not exceed 5,000 CFA Francs per kilogram of the gross weight of the goods. However, when the sender has included a statement on the value or a statement of special interest at delivery in the consignment note, compensation for loss suffered shall not exceed the amount indicated in the statement.
- 2- Where there is a statement of special interest at delivery, may be claimed, regardless of the compensation provided for in paragraph 1, and up to the amount of the special interest, a compensation equal to the additional damage, which is proved.
- 3- In the event of delay, regardless of the compensation provided for in paragraph 1 of this article for damage or loss of goods, if the beneficiary proves that additional damage resulted from the delay, the carrier is required to pay for this damage a compensation which may not exceed the price of the carriage.

Calculation of compensation

Article 19

- 1- The value of goods shall be determined according to the commodity market price of the goods of the same kind and quality at the place and at the time where the goods are collected. For the calculation of the compensation, the value of the goods shall also include the freight fees, customs duties and other fees incurred on the occasion of the freight of the goods, in whole, in case of total loss and pro rata, in the event of partial loss or damage.

- 2- In the event of damage, the carrier shall pay the amount of the depreciation calculated according to the value of the goods. However, the compensation for damage shall not exceed:
 - a) the amount it would have reached in the event of total loss, if the entire consignment is affected by the damage;
 - b) the amount it would have reached in the event of loss of the part affected, if only a part of the consignment is affected damage.
- 3- the beneficiary may claim interest on the compensation. Such interest, calculated at the rate of five per cent per year, becomes effective on the day the claim was sent in writing to the carrier or, failing a claim, on the day a petition in court or request for arbitration is filed.
- 4- In the event of interstate carriage, when elements that serve as a basis for the calculation of the compensation are not expressed in CFA Francs, the conversion shall be made according to the rate of the day and place of payment of the compensation or, where applicable, on the date of the judgment or the arbitral award.

Extra-contractual liability

Article 20

- 1- The exemptions and limits of liability provided for in this uniform Act are applicable in any action against the carrier for any damages arising from loss of or damage to the goods or delay in delivery, irrespective of the fact that the action has a contractual or extra-contractual liability basis.
- 2- Where an action for loss, damage or delay is brought against a person whose carrier meets the terms of article 16, paragraph 4 above, this person shall rely on the exemptions and limits of liability for the carrier stipulated in this uniform Act.

Forfeiture of the right to exemption and limitation of liability

Article 21

- 1- The carrier shall not benefit the system of exemption from the limitations of liability contained in this uniform Act, or the prescription period in article 25 hereafter, if it is proved that the loss, damage or delay occurred in delivery arose from an act or omission committed either with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, this damage or delay would probably result therefrom.
- 2- Notwithstanding the provisions of paragraph 2 of article 20 above, the employee or agent of the carrier or another person whom he uses services for the performance of the freight agreement, shall not be eligible to the benefit of the exemption of liability and limitation

of the compensation provided for in this uniform Act, or the prescription set forth in article 25 if it is proved that the loss, damage or delay at delivery is a result of an act or omission that he did in the performance of his duties, either with the intention to cause such a loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result therefrom.

Liability in the event of combined freight

Article 22

This uniform Act governs all combined freights. However, when through no fault of the road carrier, loss, damage or delay occurs during the off-road leg of the carriage, the liability of the carrier is determined in accordance with the mandatory rules of law that govern this other mode of transportation. In the absence of such rules, the liability of the road carrier shall be governed by this uniform Act.

Liability in the event of successive freight

Article 23

- 1- In a successive freight, by accepting the goods and the consignment note, each carrier becomes a party to the agreement.
- 2- In such transport, the suit for liability for loss, damage or delay may be brought only against the first carrier, the carrier which performed the part of the carriage during which the event causing the damage occurred or the last carrier. The suit may be commenced against several of these carriers, their liability being joint.
- 3- When there is loss or apparent damage, the intermediate carrier shall endorse on the consignment note a reserve similar to that laid down in article 10 paragraph 2 above. He must immediately notify the sender and the issuing carrier of the consignment note of the reserve he records.
- 4- The provisions of articles 4, 5 paragraph 2 and 10 paragraph 4 above apply between successive carriers.

**CHAPTER V:
DISPUTES**

Claims between carriers

Article 24

- 1- The carrier who has paid compensation pursuant to this uniform Act has the right to appeal for compensation comprising the principal, interest and fees against carriers that

participated in the performance of the freight agreement, in accordance with the following provisions:

- a) the carrier through whose fault damage was caused shall alone be liable for the compensation, whether paid by himself or by another carrier;
 - b) when the damage was caused by the fact of two or more carriers, each of them shall pay an amount proportionate to his share of liability; if the assessment of the shares of liability is impossible, each of them is liable proportionally to the share of payment of transport;
 - c) when it cannot be established to which carrier liability is attributable, the compensation liability is distributed between all carriers in the proportion set forth in paragraph 1b) of this article;
- 2- If one of the carriers is insolvent, the share incumbent upon him and that he has not paid is divided between all other carriers proportionally to their remuneration.
 - 3- Carriers are free to agree among themselves provision derogating from this article.

Claim period and prescription

Article 25

- 1- Any action arising out of a freight governed by this uniform Act shall be time-barred within one year from the date of delivery or, failing delivery, the date on which the goods should have been delivered. However, in the case of fraud or any fault equivalent to fraud, this prescription is three years.
- 2- The action is admissible only if a written claim has been made beforehand to the first carrier or the last carrier no later than sixty (60) days after the date of delivery of the merchandise or, failing delivery, no later than six (6) months after collecting the goods.

Arbitration

Article 26

Any dispute resulting from a road freight agreement subject to this uniform Act may be settled by way of arbitration.

Competent jurisdiction for interstate transportation

Article 27

- 1- In the event of any dispute arising from an interstate transportation subject to this uniform

Act and for which the parties have not assigned jurisdiction to a specific arbitral or State court, the applicant may bring its claim before the courts of the country in which:

- a) the defendant has his habitual residence, headquarters or the branch or agency through which the freight agreement was concluded;
 - b) collection of the goods occurred or the courts of the country within whose territory the delivery is planned.
- 2- When an action is pending before a competent court or when a judgment has been delivered by such a jurisdiction, no new suit may be brought on the same cause between the same parties unless the decision of the first jurisdiction seized is unlikely to be enforced in the country where the new suit is brought.
 - 3- When a judgment rendered by a Court of a State party has become enforceable in that State party, it also becomes enforceable in each of the other member States immediately after completion of the formalities prescribed for that purpose in the State concerned. These formalities cannot involve any revision of the case.
 - 4- The provisions of paragraph 3 of this article apply to adversarial judgments, default judgments and court settlements. They do not apply to judgments which are enforceable only by provision, or judgments for damages which would be awarded in addition to costs against a plaintiff because of the rejection of all or part of his application.

CHAPTER VI: PROVISIONS MISCELLANEOUS

Nullity of stipulations contrary to the uniform Act

Article 28

- 1- Subject to the provisions of articles 2 c), 15 paragraph 1, 24 paragraph 3 and 27 above, any stipulation which would directly or indirectly derogate from the provisions of this uniform Act is null and void. The nullity of such provisions does not give rise to the nullity of other provisions of the agreement.
- 2- In particular, any provision whereby the carrier receives the benefit of the insurance of the goods or any other similar provision, as well as any provision shifting the burden of proof, shall be held null and void.

Currency conversion

Article 29

For States outside of the CFA zone, the amounts referred to in article 18 above shall be converted into national currency according to the exchange rate at the date of the judgment or arbitral award or a date agreed upon by the parties.

CHAPTER VII: TRANSITIONAL AND FINAL PROVISIONS

Article 30

Road freight agreements concluded before the effective date of this uniform Act remain governed by the laws applicable at the time of the conclusion thereof.

Article 31

This uniform Act will be published in the official Journal of the OHADA. It will also be published in the official Journal of the States Parties or by other means in lieu thereof.

It will enter into force on January 1st, 2004.

Done in Yaoundé on 22nd of March, 2003

For the Republic of BENIN
Mr. Joseph H. GNONLONFOUN

For BURKINA FASO
Mr. Bourelima BADINI

For the Republic of CAMEROON
Mr. Amadou ALI

For the Republic of CONGO
Mr. Jean Martin MBEMBA

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Mr. Abassalah YOUSOUF

For the Republic of TOGO
Mr. Komla Agbéko DAKLA