

Modelos de contratos internacionales

Carta de porte ferroviario

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| Cámara Oficial de Comercio, Industria, Servicios y Navegación de Sevilla – Plaza de la Contratación nº 8 41004 Sevilla – Departamento Internacional 955 110 922 | 1 |

Existe un modelo estandarizado en que se establecen las condiciones particulares. Es posible verlo en la última página. Al dorso se especifica el clausulado del contrato.

# Wagon classification

Per good .............. carrying bulk wagon(s) suitable for the journey, clean, free from smell or taint at time of loading.

Station or private siding of loading ......................................

# Destination

The Buyers shall nominate the Consignee to Sellers no later than three business days prior to the commence- ment of the period for despatch or the date of the contract whichever is later. Delivery at destination to be effec- ted in accordance with the state railway authority(ies) and/or C.I.M. Regulations, and/or terms of independent carrier(s), whichever is relevant, prevailing at time of despatch.

# Carriage

The Contract of Carriage shall be entered into by Sellers on the terms and conditions of the relevant state Rail- way authority(ies) and/or C.I.M. Regulations and Buyers admit knowledge of such terms and conditions and/or Regulations and accept any responsibility and/or liability which such terms and conditions and/or Regulations may impose upon them and/or the consignee.

# Payment

Payment by cash in ................. against invoice and copy consignment note (certificate of insurance) or such other documents as mutually agreed.

Final invoices for monies due may be prepared by either party and shall be settled without delay. If not settled, either party may declare that a dispute has arisen which may be referred to arbitration as herein provided.

# Interest

If there has been unreasonable delay in any payment, interest appropriate to the currency involved shall be char- ged. If such charge is not mutually agreed, a dispute shall be deemed to exist which shall be settled by arbitra- tion. Otherwise interest shall be payable only where specifically provided in the terms of the contract or by an award of arbitration. The terms of this clause do not override the parties obligation under the Payment Clause.

In the event of non compliance with any of the preceding provisions of the clause, claims for excess or deficiency as applicable shall be deemed to be waived and absolutely barred, unless the arbitrator(s) or board of appeal referred to the in the Arbitration Rules, shall in his/their absolute discretion, otherwise determine.

**Insurance** ......................................................................

# Discharge

Consignment to be discharged at Buyers' risk, and expense.

# Demurrage

For Buyers' account as per the current regulations of the railway authority at the country of discharge.

# Labelling

All wagons shall be individually, clearly marked with Consignees' name and destination.

# Insolvency

If before the fulfilment of this Contract, either party shall suspend payments, notify any of the creditors that he is unable to meet debts or that he has suspended or that he is about to suspend payments of his debts, convene, call or hold a meeting of creditors, propose a voluntary arrangement, have an administration order made, have a winding up order made, have a receiver or manager appointed, convene, call or hold a meeting to go into liquida- tion (other than for re-construction or amalgamation) .

# Arbitration

Any dispute arising out of or under this contract shall be settled by arbitration in accordance with ................................................

# \*Este Contrato es un modelo. En ningún caso debe ser tomado como única referencia. Le recomenda- mos consultar con un especialista en la materia para la redacción y firma de cualquier tipo de contra- to.

