

(2) Other proceedings arising from the carriage contract of a person must be brought within two years to run from the date of, or that fixed for arrival and, if no date has been fixed, from the date on which an ordinary carrier would have arrived had he been under the same circumstances.

Article 87. - In case of damage or partial perishing of the goods proceedings must be brought within two years to run from the date of the consignee's taking over of the goods and of making a written reservation as to its condition.

Article 88. - (1) Claims for total perishing of, or delay in delivering the goods must be brought within two years to run from the date of expiry of the time limit set for delivery, and, if no time limit has been fixed, from the date of expiry of the date on which the goods would have arrived had they been transported by an ordinary carrier in the same circumstances.

(2) Goods are deemed to have perished if the carrier has failed to deliver them or to serve notice on the consignee to come and receive them within 45 days to run from the date of expiry of the time limit set forth in paragraph (1) of this Article.

Article 89. - The time limit prescribed runs from the date of actual or de facto delivery: delivery of the goods to the consignee is deemed as having been effected de facto where it has been delivered to the customs authorities or to the receiver appointed by the court.

Article 90. - A claim for recourse by the successive carriers of the goods against each other must be brought, in accordance with the provisions hereof, within 90 days to run from the date of a formal claim or of payment of compensation.

Article 91. - Prescribed time limits provided for in this chapter may not be adduced by a person who himself or his

figures, the apparent condition of the goods and their filling and wrapping.

(2) If the carrier does not possess the customary means of checking the condition of the goods he must enter his reservation on the transportation document giving the grounds for his reservations; the said reservation shall not have effect vis-a-vis the consignor unless he has expressly manifested his consent thereto in the transportation document.

(3) The consignor may ask the carrier to check the gross weight or quantity of the goods, or the contents of parcels and the results of the checking must be entered in the transportation document: the consignor will be obligated to pay the relevant expenses.

Article 99. - The carrier shall be held responsible for the effects resulting from the loss of the documents attached to, or entered in the transportation document, or deposited with him, or the misuse thereof; his responsibility for compensation will be determined by a sum not exceeding the value of the goods if lost.

Article 100. - The carrier may transport the goods in accordance with conditions which differ from those entered in the transportation document if circumstances have occurred to cause this and it was impossible for him to receive new instructions within a reasonable time limit from the person who is entitled to dispose of the goods provided he takes measures which will safeguard the interests of the person.

Article 101. - The carrier shall be held responsible for delivery of the goods to the consignee if he has failed to collect such sums, the collection of which for the account of the consignor prior to delivery is provided in the carriage contract, and the carrier will be under obligation to pay compensation not exceeding the said sums and may have recourse for this against the consignee.

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Article 102. - Subject to the provisions of Article 62, the carrier is deemed to be aware that the goods are of dangerous material if the transportation document contained anything purporting to the same; otherwise the consignor must prove that the carrier was aware of the hazardous nature of the goods.

Article 103. - (1) The responsibility of the carrier in regard to the perishing of, or damage to, or delay in delivery of the goods where the carriage is between Iraq and abroad shall be determined in accordance with the schedule (table) attached hereto.

(2) The carrier may not take proceedings for determining his responsibility for the perishing, damage to or delay in delivery of the goods in the following two cases:

- (a) when the value of the goods are declared in the transportation document;
- (b) when it is proved that he or his followers have committed fraud or gross fault.

Article 104. - (1) The consignor may issue instructions to the carrier regarding the performance of the contract of carriage or which differ from those set down in the transportation document such as asking for postponement of the transportation of the goods, for changing the place of delivery or for delivery thereof to other than the consignee.

(2) The consignor is barred from giving instructions to the carrier and this right passes to the consignee in the following cases:

- (a) when the consignee has taken delivery of the second copy of the transportation document;
- (b) when the consignee claims from the carrier delivery of the goods after it has reached the place of destination;
- (c) where the transportation documents allow such a thing.

Article 105. - After the goods have arrived at the designated place of delivery the consignee may require the carrier to deliver the goods with the second copy of the transportation document in exchange for a receipt to the carrier.

Article 106. - After having received the second copy of the transportation document or claimed delivery of the goods at the place mentioned in the document, the consignee may require that the goods be delivered to him at a place other than that designated for delivery in exchange for payment of an additional fare to be agreed where necessary which will be considered to be an extension of the carriage contract.

Article 107. - If the consignee has issued instructions to the carrier to deliver the goods to another person, the latter may not require delivery of the goods to a third party.

Article 108. - (1) Instructions issued by the consignor in accordance with the provisions of Article 104 hereof shall be enforceable subject to the following conditions:

- (a) surrender to the carrier the first copy of the transportation document duly endorsed with the new instructions comprising an undertaking by the consignor to pay the additional costs and a compensation for damage which may result from compliance with the said instructions;
- (b) not to split the consignment;
- (c) if it is possible for the carrier to comply with the new instructions without causing harm to third parties with whom he has concluded other contracts of carriage.

(2) The carrier who is unable to comply with the new instructions must, immediately upon receiving them, inform the party which issued them accordingly and give the reasons for not being able to comply.

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(3) The carrier who has not complied with the new instructions, or has complied with them without requiring the surrender of the first copy of the transportation document shall be responsible vis-a-vis the person who is entitled to claim compensation for loss of the goods or the harm resulting therefrom.

Article 109. - Without prejudice to the provisions of Article 65 hereof the consignee may take proceedings in his own name against the carrier and claim damages in the case where it has been established that the goods have perished.

Article 110. - By exception to the provisions of Article 36(2) hereof goods are deemed as having perished if they are not delivered within 45 days to run from the date fixed for the delivery; if a date has not been fixed the goods shall be deemed as having perished if they have not been delivered within 90 days to run from the date when the carrier took delivery of the goods.

Article 111. - The transportation document of the goods by motor cars must be prepared in writing in three sets and signed by both the consignor and the carrier - the first set to be delivered to the consignor, the second will accompany the goods and the third will be retained by the carrier.

Article 112. - Subject to the provisions of Article 73 hereof:

- (1) the transportation document must contain the information needed for the purposes of the customs and other official authorities;
- (2) the transportation document may contain the following:
 - (a) a stipulation forbidding transference of the goods during the journey from one means of transport to another unless it is necessary for such a transference;

- (b) a list of the individual documents delivered to the carrier.

SECTION 2 - HAULING BY RAILWAYS

Article 113. - The international carriage of persons, goods and effects (luggage) by railways shall be governed by the provisions of the international conventions of hauling goods and passengers and effects by railways and the annexed protocol, all of which have been approved by Law. No. 36 of 1966 or any conventions substituting them and approved by a law.

Article 114. - The Public Institution of Railways of the Republic of Iraq shall be responsible for the efficiency and maintenance of the railways, their networks, road crossings and the damages sustained by the passenger or goods resulting from violation (breach) of the said responsibility.

Article 115. - The carrier shall issue a document in the name of the passenger authorising him to take delivery, at the station of arrival, of his effects (luggage) which he is not entitled to carry with him in the cabin.

Article 116. - (1) The carrier is under an obligation to commence and to continue the transportation of the person at the fixed time unless it is not possible to do so due to causes beyond the carrier's control.

(2) The carrier shall be held responsible for the discontinuance of the journey unless he has been compelled to do so in spite of taking the necessary action for completing the journey.

Article 117. - A passenger may make a claim for all or part of the fare, if he has not commenced or was unable to complete the journey due to a lawful cause, within a time limit of six months to run from the date fixed for the journey.

Article 118. - The provisions of Article 97 hereof shall apply to transporting goods in open (uncovered) vehicles (wagons).

Article 119. - The carrier shall be held responsible for the harm suffered by the goods from the time of taking delivery thereof until it has been delivered to the consignee at the station of arrival within the customary periods.

Article 120. - If the goods are a dangerous perishable item the carrier must inform the consignee of the arrival of the goods and have them prepared for immediate delivery; the carrier shall announce the arrival of other goods and have them delivered within 15 days at the place destined for declaring the arrival of goods, and will also notify the consignee in the customary ways.

Article 121. - The consignor may provide the carrier with a vehicle of particular specifications as required for the nature of transporting the goods to be towed in accordance with the possibilities of the carriage if both parties have agreed to that effect, or when it is impossible for the carrier to provide such a vehicle; in such a case the carrier is under obligation to exercise the necessary care for maintaining the proficiency and continued existence of the specifications of the vehicle during the whole period of carriage.

Article 122. - The consignor may provide the carrier with a vehicle having specifications suited for the carriage of animals, to be towed in accordance with the possibilities of carriage if the latter is unable to provide the same; in such case the carrier shall be responsible for the continued existence and safety of the load of the vehicle and must take the customary measures to protect the perishing thereof by reason of and during the carriage, but the carrier shall not be under an obligation to feed, water or render veterinary services to the animal: the consignor may agree with the

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carrier to undertake the foregoing services or may appoint someone to undertake such duty.

Article 123. - The vehicle provided by the consignor must be suitable for towing and must, in all respects, be appropriate for transporting the goods: the carrier shall be responsible for connecting the vehicle to the trailer, towing and taking it to the station of destination and must exercise the care of ordinary person in such carriage in accordance with its procedures and with due consideration for its nature and the nature of the goods being transported.

Article 124. - The railway bill of lading shall be prepared in three sets signed by the consignor and the carrier: the first set will be delivered to the consignor, the second set will accompany the goods and the third set will be kept in the embarkation station as a basic register for checking and scrutinisation.

CHAPTER 2 - AIR CARRIAGE

Article 125. - Air carriage includes the carriage of persons and goods by air when undertaken by a professional carrier.

Article 126. - Air carriage of persons, goods and luggage, even in the case of domestic carriage, is governed by the provisions of the Convention Consolidating Some Rules of International Air Transport, signed in Warsaw on 12 October 1929 and any supplementary and amending conventions which have been ratified by Laws Nos. 105, 106 and 107 of 1973 or by any convention which may substitute it and is ratified by a law.

Article 127. - The carrier shall be held responsible for injury sustained by a passenger from the moment of crossing the departure lounge of airport buildings and on boarding the aeroplane during the flight as well as on leaving the aeroplane until he enters the destination of arrival.

Article 128. - The carrier must take the utmost care and caution to ascertain, prior to the flight, that the aeroplane has been prepared and is airworthy for navigation.

CHAPTER 3 - WATER CARRIAGE

SECTION 1 - MARITIME CARRIAGE

Article 129. - A maritime charter-party is an agreement pursuant to which the carrier undertakes to carry by sea goods or a person by means of a vessel or similar craft from one place to another in consideration of a fare or freight.

Article 130. - (1) The carriage contract of a person begins to run with effect from commencement of boarding the vessel, continues during the maritime voyage and ends when his disembarkation from the vessel is completed.

(2) The contract begins to run from commencement of transporting the passenger to the vessel, if the fare covers the cost of such transportation, or from the moment when the passenger has boarded the means of transport placed at his disposal by the carrier for conveying him to the vessel.

(3) The contract of carriage covers also the passenger's luggage from the moment when it comes into the carrier's custody and ends when it leaves his custody.

Article 131. - (1) The carrier's responsibility begins when the goods enter his custody and ends by delivery thereof to the consignee at the place of arrival by placing it at his disposal in accordance with the contract, or law, or on delivery thereof to the authorised party.

(2) For the purposes of paragraph (1) of this Article "Entry of the goods into the carrier's custody" means placing it under his control or supervision.

(3) Establishment of delivery under paragraph (1) of this Article is made by a joint verbatim report (proces verbal).

Article 132. - The carrier shall be held responsible for the perishing, deterioration, or delay in delivering the goods unless he has proved that he and his associates have taken measures which they would have cautiously taken in managing their own affairs had they found themselves in the same position provided such caution is not inferior to that of an ordinary person and tends towards avoiding the perishing, deterioration, or delay, and averting the results thereof.

Article 133. - By exception to the provisions of Article 36(2) hereof goods are deemed to have perished if the carrier has failed to deliver them to the consignee or to send notice to him to come and take delivery thereof within 60 days from the date of delivery.

Article 134. - (1) The carrier shall be held responsible for the perishing of, or injury sustained by, or delay in delivery of live animals unless he has proved that he had observed the relevant instructions in respect thereof issued to him by the consignor.

(2) If the perishing, injury, or delay in delivery as aforesaid takes place, in spite of the fact that the consignor's instructions have been observed, it shall be deemed to have resulted from special risks connected with this kind of transportation for which the carrier is not responsible unless the consignor has established that the same had happened due to a fault inclusive of negligence on the part of the carrier or of his associates.

Article 135. - (1) The goods must be shipped/loaded into the special holds of the vessel; it may, however, be shipped onto the deck of the vessel in the following cases:

- (a) in case of an express agreement entered in writing in the bill of lading or any document establishing the contract of carriage;
- (b) if the nature of the goods requires it to be carried on the deck of the vessel;

(c) if the carriage has been effected in accordance with a provision of the law.

(2) Where the goods are carried on the deck of the vessel in accordance with paragraph (1) of this Article the carrier shall not be held responsible for the perishing, deterioration, or delay in delivering the goods if these result from the carriage in this manner.

(3) The carrier shall be held responsible for the perishing, deterioration or delay in delivery of the goods if the carriage is effected on deck of the vessel in violation of the provisions of paragraph (1) of this Article; he is not entitled to invoke determining responsibility in accordance with the provisions hereof.

Article 136. - (1) The carrier of the goods remains responsible for the entire carriage if he assigns performance of all or part of the carriage to another carrier who actually performs the carriage regardless of whether or not it is pursuant to a permission stipulated in the contract of carriage; the carrier will also be held responsible for every fault inclusive of negligence committed by the actual carrier and his followers within the scope of their work in the due performance of the carriage.

(2) The provisions relative to the responsibility of a maritime carrier provided for herein shall apply to the actual carrier and his followers as much as regards the carriage being performed by him.

(3) Every agreement stipulating obligations to the carrier which are not mandatory hereunder, or the abandonment of the rights prescribed hereunder shall not have effect on the actual carrier unless he has consented to it in writing.

(4) The responsibility of the carrier and the actual carrier shall be joint if it has been proved that they are responsible together.

(5) The carrier and the actual carrier may have recourse one against the other.

Article 137. - (1) By exception to the provision of Article 136(1) hereof the carrier of the maritime contract of carriage (charter-party) stipulates expressly that a nominated person other than the carrier will perform a specific part of the carriage covered by the said contract as an actual carrier is entitled to include a stipulation in the said contract exonerating his responsibility for the perishing, deterioration, damage to, or delay in delivery resulting from an accident which took place when the goods were in custody of the actual carrier while in the course of implementing the said part of the carriage; the onus of proof shall be on the carrier that the perishing, damage, or delay was the result of such an accident: the said stipulation shall not have any effect in determining or excluding the responsibility of the carrier if it is impossible to initiate an action against the actual carrier before a court having jurisdiction.

(2) The actual carrier mentioned in paragraph (1) of this Article is subject to the provisions concerning the responsibility of the maritime carrier provided for herein respecting any perishing, damage, or delay in delivery resulting from an accident which takes place while the goods are in his custody.

Article 138. - By exception to the provisions of Article 62(2) hereof if the carrier is aware of the hazardous nature of the goods which, in the course of the carriage, have become a real danger threatening life or property despite taking the necessary measures to avoid the danger, the carrier may unload/unship the goods from the vessel, destroy them or eliminate their hazardous nature, as the case may be, without having to pay compensation.

Article 139. - Where a fault, inclusive of negligence, on the part of the carrier or his followers together with another cause has resulted in the perishing, damage, or delay in the delivery the carrier shall not be responsible therefor except to the extent of the fault or negligence attributed to him

provided he proves the extent of the perishing, damage, or delay in delivering which resulted from the said cause.

Article 140. - The carrier shall not be responsible for the damage resulting from measures taken to save lives and the reasonable measures taken to save property unless it is proved that he or his followers have exercised fraud or committed a gross fault.

Article 141. - The consignor shall not be responsible for the damage suffered by the carrier, the actual carrier, or the vessel unless such damage resulted from the fault of the consignor or of his followers; the consignor's follower shall not be held responsible for such damage unless it resulted from a fault on his part.

Article 142. - (1) The bill of lading in maritime carriage is the transportation document provided for in Article 72 hereof.

(2) When the goods have entered the custody of the carrier or of the actual carrier the former must, when asked by the consignor, issue him with a bill of lading.

(3) The bill of lading shall be signed by the carrier or any person authorised by him; a bill which is signed by the master of the carrier vessel is deemed as being signed by the carrier.

(4) The bill of lading must be signed in handwriting or by any other acceptable manner.

Article 143. - (1) After the goods have been shipped/loaded onto the vessel the carrier shall, at consignor's request, issue a bill of lading marked 'Shipped' and mention in addition to the other particulars that the goods have been shipped onto one or more named vessels giving the date(s) of shipping.

(2) If the carrier had issued the consignor with a bill of lading or other title deed relative to the goods being transported the latter must, at the request of the former,

return to him such a bill in exchange for the bill of lading marked 'Shipped'.

(3) At the request of the consignor the carrier may introduce an amendment to any document already issued by him so that it will contain all particulars which must be entered in the bill of lading which is marked 'Shipped'.

Article 144. - Besides the particulars mentioned in Article 73(1) hereof the bill of lading must contain the following particulars:

- (1) the date when the goods entered the custody of the carrier in the port of shipping;
- (2) the number of sets of the bill of lading if more than one set has been issued;
- (3) the signature of the carrier or of any one acting for him;
- (4) the freightage due from the consignee or anything purporting thereto;
- (5) the goods agreed to be transported on the deck of the vessel or the possibility of having it transported in this manner;
- (6) the date of the time limit fixed for delivery of the goods in the port of discharge, in case of express agreement to that effect;
- (7) any agreement which increases the limits of carrier's liability.

Article 145. - The carrier or any one acting for him must insert a reservation in the bill of lading which contains particulars relative to the nature, the principal marks, weight, or quantity of the goods or to the number of packages or pieces expressing the incorrectness of the said particulars or the causes which led him to believe that they are not conformant to the goods, or that the means of verification are not available to him in the following cases:

- (1) when he is aware that the particulars do not conform to the goods he actually received, or to the goods shipped if a bill of lading in respect thereof has been issued marked 'Shipped';
- (2) when he has reasonable grounds which lead him to suspect non-conformity;
- (3) where he does not have the means to verify such particulars.

Article 146. - A bill of lading which bears no mention of the freightage provided for in Article 144(4) hereof, or the freightage and the delay fine due from the consignee, will be deemed to assert that it is not due except that the said bill will be deemed to be a definite (exclusive) presumption against the transferee (of the bill) inclusive of any consignee who had in good faith acted on the basis of avoidance of the bill of such indication.

Article 147. - A document other than a bill of lading which is issued by the carrier to establish taking delivery of the goods to be transported will be deemed to assert that he will execute the contract of carriage and take delivery of the goods described therein.

Article 148. - Subject to the provisions of Article 69 hereof a notice served to the actual carrier is deemed to be tantamount to a notice served to the contracting carrier and vice versa; also a notice served to a person acting for them, including the master or officer in charge of the vessel, shall be tantamount to a notice served to the contracting carrier or to the actual carrier as the case may be.

Article 149. - An agreement or undertaking by which the consignor undertakes to compensate the carrier for any loss sustained by him because of the latter, or of any one acting for him, the issuance of a clean bill of lading shall not have effect against the consignee or a third party.

Article 150. - (1) Determination of the carrier's responsibility for the perishing, deterioration, or delay in delivery of the goods during the carriage between Iraq and abroad shall be according to the table annexed hereto.

(2) The carrier may not invoke determination of responsibility in the following two cases:

- (a) if the value of the goods is declared in the bill of lading;
- (b) where the carrier or his followers acted fraudulently or committed gross fault.

SECTION 2 - FLUVIAL CARRIAGE

Article 151. - Fluvial (river) carriage is meant to be the carriage of a person or goods by means of boats, vessels or lighters operated by bodily or automatic force whether drawn or pushed, and which sail in rivers, tributaries, canals, lakes, or other waterways within the territory of the Republic of Iraq.

Article 152. - (1) The Ministry of Transportation and Communications will prepare specimen forms approved for passengers' tickets and the waybill (transportation document) of goods suitable for transportation by river.

(2) The waybill of goods shall contain the number of the vehicle (craft), lighter, pusher, or trailer and the fare/freightage as the case may be.

Article 153. - The provisions of Articles 104, 105, 106, 107 108 and 111 hereof shall apply to transporting goods via rivers.

Article 154. - (1) The Ministry of Transportation and Communications shall issue the directives needed for regulating the operations of river carriage which must comprise the following matters:

- (a) designation of quays and places of departure and of arrival of vessels as well as rest places for passengers on shores;
 - (b) designation of passable waterways wherein fluvial navigation is permissible;
 - (c) determining kinds of vessels which may be used in fluvial carriage;
 - (d) making fluvial navigation subject to a licence to be issued by the competent authority in accordance with specific conditions;
 - (e) fixing fares and freightage by specific tariffs.
- (2) The provisions of the directives shall apply to the business (industry) of fluvial carriage which is carried out by the various sectors of the country.

PART IV - CLOSING PROVISIONS

Article 155. - In order to facilitate implementation of the provisions hereof the Ministry of Transportation and Communications shall, within six months to run from the promulgation date thereof, issue directives for the regulation of the carriage of persons which will be effective from the operation date hereof and will cover in particular the following matters:

- (1) The obligation of the carrier to indicate clearly, precisely and openly the following, either by having them entered on the travel ticket, or placed on a placard, or on board in the places of set out:
 - (a) the lane (route) of the trip and the distance in kilometres from the place of departure to the place of arrival and the time normally needed for the trip;
 - (b) dates and places of departure and of arrival;
 - (c) the prescribed fare and the place and time of payment and maturity thereof as well as cases of cancellation thereof;

- (d) waiting places for passengers and the time when passengers must be present therein prior to commencement of the trip;
 - (e) personal luggage which the passenger may carry with him with an indication as to size and weight if necessary, as well as domestic animals which a passenger is allowed to take with him.
- (2) Placing the carrier and his followers under obligation to supervise the transportation of passengers into the means provided for transporting them to and from the means of travel if the place of anchorage is some distance from the waiting place.
 - (3) The carrier must direct the passengers to the means of travel until they have boarded it.
 - (4) Requesting the passenger to sit in the seat allocated to him if the seats are numbered: if the seats are not numbered the passenger must sit on the seat indicated by the carrier with regard to the class stated on the ticket.
 - (5) The passenger is obligated to remain quiet and to observe the rules on boarding the means of carriage and must sit therein without acting in a manner which annoys or causes a disturbance to other passengers during the whole trip.
 - (6) To give the carrier a right to refuse acceptance of a passenger or making him leave the means of carriage at the first point of stoppage if the passenger has wilfully caused disturbance to, or acted improperly towards the other passengers in such manner which is contrary to normal behaviour; in such case the passenger is not entitled to claim refund of the fare paid.
 - (7) Placing the carrier under obligation to move the passenger to the nearest hospital or health institution due to a sudden illness preventing him from continuing his journey.

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- (8) Placing the carrier under obligation to organise the alighting of passengers from the means of transportation at the place of arrival and deliver to them the things they had deposited with the carrier.
- (9) Placing the passenger under obligation to observe the cleanliness of, and not temper with the apparatus of the vehicle.

Article 156. - The Minister of Transportation and Communications may issue other directives as may be needed for facilitating the implementation of the provisions hereof.

Article 157. - Chapter 6 of Part II of the Law of Commerce No. 149 of 1970 as well as any provision repugnant to the provisions hereof are hereby repealed.

Article 158. - This Law shall be implemented after six months to run from the date of its promulgation in the Official Gazette.

SADDAM HUSSEIN
CHAIRMAN
REVOLUTION COMMAND COUNCIL

* Promulgated in Official Gazette, issue No. 2953 of 8 August 1983 A.D.

TABLE

Pursuant to the provisions of Articles 49, 103 and 150 hereof:

I - The carrier's responsibility for carriage of goods by motor car shall be limited to ID.3.000 (three dinars) per one kilogramme and to the freightage for transporting the goods in case of delaying delivery thereof.

II - (a) The carrier's responsibility for carrying goods by sea shall be limited to ID.1.250 (one dinar and two hundred and fifty fils) per kilogramme for each package or any other shipping unit, whichever is higher: it shall be computed according to the following grounds:

- i - in case of using containers or similar things: everything which is kept therein is deemed to be one package or one separate shipping unit if they are enumerated in the bill of lading; otherwise the container inclusive of its contents is deemed to be one package;
- ii - when the carrier provides a container or similar thing the packages or shipping units kept therein shall be separate units even when not enumerated in the bill of lading.

(b) The carrier's responsibility for delay shall be limited to a sum equal to two and a half fold of the freightage for transporting the goods which have been delayed only provided that such sums shall not exceed the total freightage of transporting the goods as stipulated in the contract.

III - The carrier and the consignor may agree to fix the limits of liability exceeding those provided for in this Schedule (Table).

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IV - A dinar is deemed equivalent to 2.9 (two and nine tenths) of the Specific Withdrawal Rights adopted by the I.M.F.; in case the difference between the exchange rate of the said rights and the dinar exceeds 25 per cent, the amounts of fixing shall be recomputed as appropriate to the difference by a declaration to be issued by the Iraqi Central Bank which must be published in the Official Gazette.

DIRECTIVES NO. 1 OF 1984

Pursuant to the provisions of Articles 155 and 156 of the Law of Carriage No. 80 of 1983 and in order to facilitate implementation of the said Law:

We have enacted the following Directives:

Article 1. - (a) The carrier is obligated to move the passenger and his luggage to the place designated for arrival by the means of carriage which is available and suitable for the purposes of the carriage.

(b) The carrier must inform the passenger of all instructions pertaining to the carriage: the declarations issued by the institutions of this Ministry and the firm belonging to it are deemed to be part of such instructions and the passenger must abide thereby; and any violation thereto shall be deemed to be a fault on the part of the passenger who shall bear the responsibility as provided for in the Law.

Article 2. - The passenger is under an obligation:

- (a) to pay the fare according to the posted tariff relevant to the kind of carriage;
- (b) where the passenger has evaded payment of the fare he shall be obligated, if he has used the means of carriage, to pay double the prescribed fee provided it shall not, in any case, be less than five dinars and the carrier is entitled to withhold the passenger's luggage for collecting the fare and others.

Article 3. - (a) The passenger must observe quietness as from boarding the means of carriage until he alights therefrom and must not commit any act which may cause a disturbance or offend the other passengers; he must not meddle with the devices pertaining to the means of carriage.

(b) The carrier is entitled to remove the passenger from the means of carriage if he has failed to observe the instructions, in which case the passenger forfeits his right to claim refund of the fare.

Article 4. - Subject to the provisions of Article 1(b) the following materials may not be carried with the passenger:

- (a) the various kinds and forms of animals;
- (b) explosive and inflammable matter;
- (c) foodstuffs and consumable matter which cause a disturbance to the passengers or the deterioration of their luggage.

Article 5. - The passenger or traveller who is leaving the country is obligated to observe the rules pertaining to passports, foreign exchange, customs and health.

Article 6. - (a) If a passenger, before commencing the journey, decides to cancel it he must notify such cancellation to the carrier at least 24 hours before the date set for the carriage or otherwise the entire fare shall be due from the passenger.

(b) The passenger and carrier may agree on setting a subsequent date for the carriage.

Article 7. - If, after commencing the carriage (journey), the passenger does not wish to continue it the entire fare accrues on him unless the cause of discontinuing the journey is lawful and due to an urgent necessity; in the latter case the carrier is entitled to receive the fare for that part of the journey which has been completed.

Article 8. - The carrier is entitled, before commencement of the journey, to examine the passenger's luggage in his presence in order to verify their conformity to the conditions of the carriage.

Article 9. - Priority of carriage is in the chronological order of the application; priority is given to matter which concerns the life of nationals.

Article 10. - (a) The carrier shall be responsible for taking delivery of the goods from the source, preparing the means needed for its shipping, and delivering it to the party concerned in the same state as that in which it had been taken over; responsibility for loading shall be on the party making the loading; the condition of the goods shall be established on being taken over by the carrier in minutes to be signed by the parties concerned; loading will take place under the supervision of the representative of the carrier.

(b) Payment of the costs of loading will be in accordance with the stipulations of shipping, or the agreement, or contracts entered into by both parties.

(c) The carrier is entitled to enter the required reservations on receiving and transporting the goods in the shipping minutes and the carriage documents purporting to the condition when taken over.

Article 11. - (a) The carrier is obligated to unload the goods on arrival, deliver it to the importer and collect the prescribed fees (dues) of unloading where the goods have been unloaded into the carrier's warehouses.

(b) Where the goods are unloaded into the importer's stores or the party designated by him for storage of his goods, the importer shall be responsible for unloading the goods and payment of the relevant costs.

(c) The condition of the goods shall, on being unloaded, be certified by means of joint minutes and the party effecting the unloading will be responsible for the damages suffered by the goods as a result of the unloading operation.

Article 12. - (a) The carrier is obligated to deliver the goods to the consignee in the place agreed; confirmation by the consignee or his representative that he has received the

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goods is deemed to be evidence of completion of the delivery operation.

(b) The carrier must provide the Rafidain Bank with memoranda concerning the arrival of every consignment giving all particulars available to them such as the credit number, the name of the client, the trade marks, and the number of cases so that the branches will be enabled to inform the clients of the arrival of their goods: the banks are obligated to inform customers of the private, mixed and socialist sectors by telegraph, telephone or post on the same day when the bank has received the manifestations of the credits of goods imported through it (the bank), and must also reaffirm the instructions concerning the necessity of the presence of a representative of every Ministry in the clearing customs offices existing in the unloading warehouses for the purpose of taking direct delivery of the delivery orders of their consignments from the institutions directly concerned and immediately upon arrival of their consignments; the Rafidain Bank must include in the documentary letter of credit, a stipulation obligating the supplier to insert the full name of the importer, the credit number, the number of the Bank's branch and the telephone number (if any) on every paper or container of the goods imported; the Bank shall provide the private sector's customers of the branch with a monthly reference form by which the importer will be obligated to refer to his branch in case he has not been informed of the arrival of his goods; where credits are not available in respect of consignments or lists pertaining to importers or foreign companies which import directly their goods and which will be informed on the address shown on the shipping documents.

In case of failure to perform the aforementioned the carrier shall not bear any responsibility in case of failure to make service.

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Article 13. - On delivery of the goods being transported in containers by means of joint minutes the condition of the seals placed by the consignor must be indicated; if they are sound and safe the carrier shall not be responsible for any discrepancy therein.

Article 14. - Two copies of the minutes of unloading will be delivered to the driver after delivery of the goods, sealed and signed by the receiver and the driver, which must contain sufficient particulars (i.e. indicating the deficiency or damage, if any) in a manner beyond doubt as well as the name and address of the carrier company and the name and address of the official who prepared them and the date of the minutes of unloading.

Article 15. - All services rendered by the Public Institution of Land Transportation of Iraq in the field of carriage are by way of agency in carriage.

Article 16. - The Iraqi Public Institution of Transportation may bar entry of trucks belonging to non-Iraqi transport companies to the country unless they have concluded a contract with it or have provided security acceptable to the Institution.

Article 17. - Parties engaged in importing must, on the execution of supply contracts, provide that the supplier must select a company which has a contract with the Iraqi Public Institution of Transportation for effecting the carriage.

Article 18. - The passenger's travel ticket by motor car, train (railway) and the fluvial (river) means of carriage shall be according to the specimen annexed hereto.

Article 19. - The transportation document pertaining to the Institutions of Land and Water Carriage shall be according to the specimen attached hereto.

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Article 20. - When the value of the goods is not declared in the transportation documents the carrier's responsibility for perishing, deterioration, or delay in delivery of the goods in the transportation between Iraq and abroad shall be according to the table annexed to the Carriage Law, except when it is established that fraud or gross fault had been committed by the carrier or his followers.

Article 21. - These Directives shall be implemented on the operation date of the Carriage Law No. 80 of 1983 A.D.

THE MINISTER OF TRANSPORTATION
AND COMMUNICATIONS

* Promulgated in Official Gazette issue No. 2981, dated 20 February 1984.