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Please visit: ghlaw.no

Authors:

Christian Bjørtuft Ellingsen

Partner

cbe@ghlaw.no / +47 95881927

Bror Formo Nissen

Associate

bni@ghlaw.no / +47 90366633

Børge Alsvik

Partner

bal@ghlaw.no / + 47 95232336

Part I (chapter I, III, V, VII)

1. The scope of the CMR-Convention (art. 1&2)

1.1 Is the CMR applicable to carriage of goods by road if no consignment note is issued? (art. 1&2)

Yes/No	Convention	National law	Landmark cases	Clarification
YES	According to the CMR-Convention (the "Convention") art. 1 and 2, the Convention applies to international carriage of goods by road between countries whereof at least one is a Convention state. The Convention applies regardless of whether a consignment note has been issued or not. While the consignment note is not a negotiable document, it does have some of its characteritics, e.g. the right of disposal, see below under question 4.	The provisions of the Convention are implemented into Norwegian law by way of the Carriage of Goods by Road Act of 20 December 1974 no. 68 (the "CGA"). The CGA governs both international and domestic road transports, with sections on international transport closely mirroring the articles of the Convention (the "CMR-provisions"). The CMR-provisions are mandatory for international road transport to and from Norway, as well as between road transport between foreign states whereof at least one has ratified the Convention provided that the conditions	In HR-2019-912-A ("Norrland I"), the Norwegian Supreme Court determined that the issuance of a consignment note was pertinent in deciding whether the CGA or the Norwegian Maritime Code should apply to cargo damage in a multimodal carriage contrac	

		that the CGA does not deviate from the laws of the Convention state that apply according to common choice of law rules, see the CGA sections 1 and 5. Whereas there is a general obligation to issue a consignment note as evidence of the contract of carriage, the CGA section 7 paragraph 2 explicitly states that a contract of carriage is valid and subject to the provisions of the CGA regardless of whether a consignment note is issued or lacking in contents. This reflects the Convention art. 4.		

1.2 Can the CMR be made applicable contractually? (art. 1&2)

Yes/No	Convention	National law	Landmark cases	Clarification
YES	There is nothing in the Convention that prevents the parties to a contract of carriage from agreeing that the Convention shall apply.	Under Norwegian law, there is freedom to contract, allowing parties to a contract of carriage to agree that the Convention shall apply, provided this does not conflict with mandatory rules of law. For instance, certain provisions of the CGA concerning domestic transport are mandatory and cannot be	In the Supreme Court judgment HR-2019-912-A ("Norrland I"), the issuance of a consignment note incorporating the Convention and the CGA in a multimodal transport was deemed sufficient for the CGA (and its CMR-provisions) to apply to the carriage. For further clarifications, see	It is worth noting that the Convention art. 2 and the CGA section 4 contain exceptions that may apply if the parties agree to the application of the Covention without specifying that these exceptions or limitations in scope shall not apply. For example, in the Supreme Court judgment HR-

		deviated from. Similarly, the Norwegian Maritime Code includes mandatory provisions that refelect the Hague-Visby Convention.	question 1.4 below regarding Ro-Ro transports.	2019-912-A (“Norrland I”), although the CGA was found to apply, the relevant provisions of the Norwegian Maritime Code were held to be applicable due to the exceptions in the CGA Section 4, which reflect the Convention art. 2.

1.3 Is there anything practitioners should know about the exceptions of art. 1 sub 4?

Yes/No	Convention	National law	Landmark cases	Clarification
YES		The exception pertaining to "furniture removal" in the Convention art. 1 paragraph 4 letter (c), is implemented into the CGA section 2 by using the term "flyttegods", which semantically could be said to cover a wider scope than "furniture removal".	In the Gulating Court judgment RG-1982-778, a construction machine was damaged during transport. The sender argued that the transport was “flyttegods” (i.e. an exception meant to cover the exception in the Convention art. 1, paragraph 4, letter (c)), because the sender and consignee were the same person. The Gulating Court of Appeal interpreted the exception in the CGA section 2 in accordance with the Convention and held that a heavy construction machine was not covered by the scope of the exception.	The Court of Appeal judgment RG-1982-778 is an example of how the the interpretation principle of harmonisation is applied by Norwegian courts when interpreting national law provisions that implement conventions.

1.4 To what extent is the CMR applicable to the following special types of transport? (art. 1&2)

Please indicate if (partly) applicable	Service	National law	Landmark cases CMR	clarification
☒	**Freight forwarding agreement**	May be applicable. The CGA does not apply to freight forwarding agreements where the freight forwarder acts solely as an intermediary. However, it does apply if the freight forwarder has undertaken obligations to provide transport services by road, thereby becoming a contractual carrier.	The Court of Appeal case LF-2023-63371 deals with the question of whether a freight forwarder was an intermediary or contractual carrier.	The rights and obligation of a freight forwarder acting in a capacity as an intermediary only, will commonly by regulated by the standard terms and conditions in NSAB 2015.
☒	**Physical distribution**	May be applicable. The CGA applies to the extent that the services provided are carriage of goods by road. If the distribution agreement covers a wider scope of services, the applicablity of the CGA will depend on a concrete assessement.		
☒	**Charters**	May be applicable. The applicability of the CGA depends on the obligations undertaken, not the name of the agreement, see above.		
☐	**Towage**	In general not applicable.	Court of Appeal Case LE-2022-129510 where the transport of a towtruck to	

			the garage after a salvage operation was deemed covered by the CGA.	
☒	**Roll on/roll off**	The CGA is applicable to the extent that the transport as a whole is deemed to be carriage of goods by road. In determining the applicability of the CGA it is, i.a., relevant whether the goods remain onboard the road vehicle on the vessel.	In the Supreme Court judgment HR-2019-912-A ("Norrland I"), the CGA was deemed applicable to a multimodal transport with short road transport segments before and after the sea voyage from Norway to England. The Supreme Court held that the CGA applies if the assignment as a whole must be considered as carriage of goods by road, taking into consideration factors such as the lenght of each leg of the journey, the compostion of the modes of transport, the consignment document and other circumstances present. Emphasis was placed on the fact that the consignment note referred to the Convention and the CGA, and that the goods remained on the road vehicle throughout the sea voyage.	
☒	**Multimodal transport**	See above comments to Roll on/roll off. The applicability of the CGA depends on a concrete assessment as set out by the Supreme Court in Norrland I. The CGA could apply to the whole transport, or parts of the transport,	The Supreme Court judgment HR-2019-912-A ("Norrland I"), see above.	

		depending on how the transport is organised.		
☒	**Substitute carriage**[1]	The CGA is applicable provided that the substitute carriage is carriage of goods by road. The CGA section 6 reflects art. 3 of the Convention. The carrier is entitled to subcontract the carriage unless otherwise stated in the contract. However, the contractual carrier remains liable for all subcontracted carriers as if performed by himself..		
☒	**Successive carriage**[2]	The CGA applies to sucessive carriage and implements the Convention's provisions.	The Supreme Court judgment HR-1995-42-B (Nordland) relates to issues arising under a successive carriage, see below question 16.	
☒	**'Paper carriers'** [3]	The applicability of the CGA depends on a concrete assessment of whether an obligation to carry goods by road as a contractual carrier has been undertaken. It is the obligation undertaken that is decisive for the application of the CGA, not whether the party undertaking the obligation	The Court of Appeal judgment LF-2023-63371 deals with the question of whether a freight forwarder was an intermediary or contractual carrier.	

[1] partly art. 3
[2] please be reminded that this question only asks to what extent the CMR is applicable to successive carriage. The specifics of art 34/35 should be addressed under question 16
[3] parties who have contracted as carrier, but do not perform any part of the transport, similar to NVOCC's in maritime transport

		actually performs any part of the transport.		

1.5 Is there anything else to share concerning art. 1 and 2 CMR?

An interesting case concerning the scope and applicability of the CGA and the Convention is the Supreme Court judgment Rt-2005-175, which involved an armed robbery of a cash-in-transit. The claim against the carrier would be time-barred if the CGA was deemed applicable. The bank, as the sender and claimant, argued that the CGA did not apply because the services in question were security services, not carriage of goods. Referring to the Convention and relevant national and international legal sources for interpreting the term "goods"/"marchandises," the Supreme Court held that the carriage of valuables and cash was covered. It concluded that a cash-in-transit could not be considered so special as to fall outside the scope of the Convention and CGA.

2. The CMR consignment note (art. 4 - 9 & 13)

2.1. Is the consignment note mandatory?
2.2. Nice to know: Does absent or false information on the consignment note give grounds for a claim?
2.3. Is the carrier liable for acceptance and delivery of the goods? (art. 8, 9 & 13)
2.4. To what extent is the carrier bound to his remarks (or absence thereof) on the consignment note? (For instance: Can a carrier be bound by an express agreement on the consignment note as to the quality and quantity of the goods?)

Number of question	Yes/No	Convention	National law (civil law as well as public law)	Landmark cases	Clarification
2.1	NO	Reference is made to question 1. The Convention applies to international carriage of goods by road between countries whereof at least one is a	Whereas there is a general obligation to issue a consignment note as evidence of the international contract of carriage, see the CGA section 7		

		Convention state, regardless of whether a consignment note has been issued or not. Hence, whereas there is an apparent obligation to issue a consignment note, this will not affect the contract of carriage. The lack of a consigment note may, however, make it more difficult to identify the terms and conditions that apply.	parapgraph 1, it is explicitly stated in the CGA section 7 paragraph 2 that a contract of carriage is valid and subject to the provisions of the CGA regardless of whether a consignment note is issued or lacking in contents. This reflects the Convention art. 4.		
2.2	YES	Absent or false information on the consignment note may give grounds for a claim depending on the concrete circumstances, inclduing whether the reliance upon such information has resulted in a financial loss. The Convention art. 7 is one example of errounous information which may lead to a claim.	The CGA section 11 states that the sender is liable for losses insurred by the carrier as a result of erronous or incomplete information in the consignment note. A claim for absent or errounous information in the consignment note may therefore arise under the CGA or Norwegian contract law depending on the specific circumstances.		
2.3	YES	The Convention arts. 8, 9 and 13 place obligations on the carrier with respect to the taking over and delivery of the goods.	The CGA section 12 outlines the carrier's obligations when taking over the goods, including a duty to visibly examine the goods with respect to quantity and quality.		

		The carrier may be liable for breach of such obligations depending on the concrete circumstances.	The CGA sections 20 and 21 specify the carrier's obligations regarding the delivery of the goods. The carrier may be liable for breaches of these obligations, depending on the circumstances		
2.4	YES	The carrier's obligation to check the goods is set out in the Convention art. 8. The failure to meet the obligation does not result in liability, but affects the burden of proof in case of loss or damage to the cargo..	According to the CGA section 13 paragraph 2, the absence of a reservation on the consignment note, establishes an assumption that the quantity of goods complies with the information stated in the consignment note and that it is received in good order.	In the Court of Appeal judgement ND-1997-402 (Frozen shrimps), the Court of Appeal held that it was not substantiated that the cargo of shrimps was damaged prior to loading. The Court of Appeal emphasised that the carrier had made no remarks about visible damage despite having opened and controlled the boxes containing shrimps.	

3. Customs formalities (art. 11 & 23 sub 4)

3.1. Is the carrier responsible for the proper execution of customs formalities with which he is entrusted?
3.2. Is the carrier liable for the customs duties and other charges (such as VAT) in case of loss or damage?
3.3. Nice to know: Is a carrier liable for the loss of customs (or other) documents and formalities?
3.4. Nice to know: Is a carrier liable for the incorrect treatment of customs (or other) documents and formalities?

Number of question	Yes/No	Convention	National law	Landmark cases	Clarification
3.1	NO	The carrier is not responsible for customs formalities in his capacity as carrier under the CGA. Any such responsibilities must be agreed specifically.	If the carrier has assumed responsibility for customs formalities, he is of course obliged to execute such duties in compliance with what has been agreed, failing which he can be held liable.	In the District Court case TOSL-2023-17289, the Oslo Disctrict Court ruled on a freight forwarder's compensation claim regarding VAT and penalty charges. The court determined that the freight forwarder had incurred the costs and charges due to errors made by the carrier. As a result, the carrier was found liable for the costs and charges. The Court held that a claim could be based on the CGA section 16 parapgraph 3, but would also follow from general principles of contract law. In the case LB-2013-76572, the Court of Appeal determined that it was the consignor's responsibility to provide the carrier with the necessary documents and information to comply with customs regulations and other public regulations in England. However, the consignor issued documents with an incorrect reference number, leading to	

				the consignment of salmon not being cleared by customs. The carrier was deemed not to be at fault for the mistake and consequently was not held liable.	
3.2	YES	The carrier's liability is set out in the Convention art. 23, which states that in addition to the compensation calculated according to art. 23 paragraphs 1-3, the carrier is liable for "carriage charges, customs duties and other charges incurred in respect to the carriage of the goods." In the event of partial loss, the charges shall be payable in proportion to the loss.	The CGA section 32 paragraph 5 states that "customs duties" and "costs related to the transport" may be included as part of the recoverable loss.	.	
3.3	YES	According to the Convention art. 11, the sender is obliged to provide "necessary documents" for the purposes of the customs or other formalities. The carrier has no duty to verify the adequacy of such documents and information, see the Convention art. 11 paragraph 2. Pursuant to art. 11 paragraph 3, the carrier can be held liable for			

		the loss of, or incorrect us of, documents specified in or accompanying the consignment note or deposited with the carrier, however, the liability shall be that of an agent and shall not exceed the compensation payable by the carrier in the evnt of loss of the goods.			
3.4	YES	See above comments to the Convention art. 11 paragraph 3.		.	

4. The right of disposal (art. 12)

4.1. To what extent can the consignee and consignor execute their right of disposal?

The CGA section 17 paragraph 1, reflecting the Convention art. 12 paragraph 1, establishes the general rule that the sender is entitled to dispose of the goods until delivered to the consignee. The sender's right of disposal in international transports is subject to presentation of the first copy of the consignment note with new instructions, see the CGA section 18 paragraph 5.

The sender's right of disposal can be limited and transferred to the consignee to the extent that this is stated in the consignment note, see the CGA section 17 paragraph 2. If nothing is stated in the consignment note, the sender's right of disposal ceases when the second copy of the consignment note is handed to the consignee on delivery, or when the consignee exercises his right under the CGA section 20 to require delivery of the goods upon arrival at the destination.

Thus, the right to dispose of the goods is principally linked to the consignment note, i.e. its possession, and contents. However, the absence of a consignment note does not invalidate the contract of carriage, see question 1.1 above. The carrier must comply with the sender's instructions even if no consignment note has been issued.

Under Norwegian law, the carrier may also be obliged to comply with the sender's instructions based on a duty of good faith. This principle was highlighted in the Supreme Court judgment HR-2019-231-A (Genfoot), which concerned a bill of lading for a sea carriage. The same principle would likely apply to carriage of goods by road.

4.2. Nice to know: To what extent is the carrier liable if he does not follow instructions as given or without requiring the first copy of the consignment note to be produced (art. 12.7)?

The CGA section 19, reflecting the Convention art. 12 paragraph 7, states that the carrier is liable for loss or damage resulting from failing to comply with instructions given in accordance with the CGA sections 17 and 18, or from carrying out instructions without first requiring the first copy of the consignment note.

5. Delivery (art. 13, 14, 15 & 16)

5.1. Can the obligation to ask for instructions lead to liability of the carrier? (art. 14, 15 & 16)
5.2. Nice to know: Are there circumstances that prevent delivery as mentioned in art. 15 for which the carrier is liable?

Number of question	Yes/No	Convention	National law	Landmark cases	Clarification
5.1	YES	Failing to ask for instructions, when such instructions should have been requested according to the Convention arts. 14 to 16, can lead to liability for the carrier.	The Convention arts. 14-16 are implemented in the CGA sections 22-24.		

		The same applies if the carrier fails to comply with the instructions given in accordance with the right of disposal over the goods, cf. art. 12.			
5.2	YES	The Convention art. 15 does not explicitly pertain to the carrier's liability, which is regulated in art. 17, however, the carrier may become liable in the event that delivery is prevented and he fails to comply with the obligations set out in the Convention art. 15, and this results in a financial loss.			

6. Damage (art. 10 & 30)

6.1. Is packaging (the container, box etc.) considered part of the goods, if provided by the shipper/cargo interest?

Yes/No	Convention	National law	Landmark cases	Clarification
YES	The term "goods" is not defined in the Convention. As a point of departure, all objects carried on the vehicle are "goods".	The CGA section 32 on limitation of liability refers to "gross weight" and includes the packaging.	In District Court judgment ND-1989-291, the containers in which the cargo was loaded, were deemed to be "goods" and the	

	If the goods are carried in a container, the container will usually be deemed as "goods", unless made available by the carrier. An example of the packaging clearly being deemed as part of the goods is in terms of limitations of liability in art. 23, which, i.a., states that the weight limitation shall be calculated based on "gross weight".		carrier was held liable for damage thereto.	

6.2. To what extent Is the consignor liable for faulty packaging? (art. 10)

According to the CGA section 14 (reflecting the Convention art. 10), the sender is liable to the carrier for damage to persons, equipment or other goods, and "for any expenses" due to defective packing of the goods, except where the defect was visible (apparent) or known to the carrier when he took over the goods and provided that the carrier did not make any reservations in this respect. The sender's liability is not limited.

6.3. When is a notification of damage considered to comply with all requirements? (art. 30)

The CGA section 40 paragraph 2 (reflecting the Convention art. 30) establishes a presumption that the goods have been received in the conditions set out in the consignment note, if no notice of damage is given by the consignee and the damage to the good was visible (apparent). The consignee's notification of damage must be sent within seven days of delivery (Sundays and public holidays excepted).

Apart from stating that the notice shall be made "in writing", neither the CGA section 40 nor the Convention art. 30 specify requirements to the notice. The notification must, however, contain such details as will allow the carrier understand and assess the notice.

6.4. Nice to know: What is considered to be 'not apparent damage'? (art. 30 sub 2)

The term "not apparent damage" refers to what can be ascertained based on a visual inspection. The term "visible" is used in CGA section 40.

6.5. Nice to know: When is counterevidence against a consignment note admitted? (art. 30 sub 1)

There is a presumption that the cargo was delivered in accordance with what is stated in the consignment note. This means that the consignee bears the burden of proof to demonstrate otherwise. There are no restrictions on the types of evidence that can be presented to substantiate claims of loss or damage to the goods upon delivery.

7. Procedure (art. 31 – 33)

7.1. When do the courts or tribunals of your country consider themselves competent to hear the case? (art. 31 & 33)

The provisions of the Convention arts. 31 - 33 are implemented into Norwegian law in the CGA sections 42 to 44.

According to the CGA section 42, legal action in international transport may be commenced either at the place where (i) the defendant is domiciled, (ii) the goods were taken over by the carrier or (iii) the goods were designated for delivery. If the parties have agreed on jurisdiction, legal action may, in addition to the places designated in the CGA section 42, be commenced according to the jurisdiction agreement. It is not possible to by agreement exclude jurisdictions set out in the CGA section 42.

7.2. Is there any case law in your jurisdiction on the period of limitation? (art. 32)

Yes/No	Convention	National law	Landmark cases	Clarification
YES			The Supreme Court judgment HR-2005-327-A concerned an armed robbery of a cash-in-transit, where the claim against the carrier would be time-barred if the CGA was held	

			to be applicable. See above under question 1.5. The Borgarting Court of Appeal judgment ND-2021-12 concerned, inter alia, the issue of whether the carrier had acted with gross negligence and consequently that the limitation period had been expanded to three years according to the CGA section 41 (reflecting the Convention art. 31 paragraph 1). The Danish Supreme Court judgment ND-1997-166 considered when the limitation period commences where a damaged consignment of goods has been ordered back to the place of collection. The Danish Supreme Court held that the national provision reflecting the Convention art. 32 letter (a) applied, as opposed to letter (c), as the goods had to be deemed as "delivered". The Swedish Supreme Court judgment ND-1996-25 concerned the suspension of the limitation period in the Convention art. 32 paragraph 2, and the requirements	

			pertaining to the carrier's notification. The decisions from Danmark and Sweden are deemed relevant for Norwegian law and the CGA.	

7.3. Nice to know: Is it possible to award a single court or tribunal with exclusive competence to hear a CMR based case? (art. 31 & 33)

Yes/No	Convention	National law	Landmark cases	Clarification
YES		The parties cannot agree to award a single court exclusive jurisdiction to the exclusion of the jurisdiction alternatives set out in the CGA section 42 (reflecting the Convention art. 31). According to the CGA section 44, (reflecting the Convention art. 33), the parties may in the contract of carriage agree that disputes shall be resolved by arbitration, provided that the arbitration clause specifies that the arbitral tribunal shall apply the Convention or national law implementing the Convention when resolving the dispute. The consignee is not formally a party to the contract of carriage, but may be bound by its	The Hålogaland Court of Appeal decision 24-024980ASK-HALO concerned the relationship between the CGA and the Lugano Convention. The carriage in question was a domestic transport, but where the sender was Norwegian, the contractual carrier Danish and the actual carrier Estonian. The sender argued that the provisions on domestic transport in the CGA constitued implementation of the provisions of the Convention and thereby applied as lex specialis according to the Lugano Convention art. 67. The Court of Appeal held, however, that as the carriage in question was domestic, the Convention did not apply and consequently neither did the Lugano Convention art. 67. The jurisdiction issue therefore had to	

		jurisdiction agreement if he relies on rights derived from the contract of carriage.	be decided according to the provisions of the Lugano Convention, which, inter alia, in its art. 23 recognizes the parties' right to enter into an exclusive jurisdiction agreement. (The Lugano Convention art. 23 reflects the Brussel I Regulation art. 25).	

PART II (Chapter II, IV, VI)

8. Carrier liability (art. 17 – 20)

8.1. Who are considered to be 'agents, servants or other persons of whose services the carrier makes use for the performance of the carriage acting within the scope of their employment? (art. 3)

Art. 3 of the Convention is implemented in the CGA section 6, which streamlines the wording by stating that the carrier is liable for the acts and omissions of its "employees" and "others used for the performance of the carriage." The latter term is broadly and functionally defined, typically covering independent subcontractors, their employees, actual carriers, drivers and stevedores.

8.2. To what extent is a carrier liable for acts committed by parties as referred to in art. 3?

A decision exploring the boundaries of the group for which the carrier is vicariously liable is LB-2012-88290 (train derailment), where the Court of Appeal held that the carrier was not vicariously liable under CGA Section 6 for the acts and omissions of the Railway Administration, including failure to maintain the railway infrastructure.The ruling suggests that a distinction must be made between persons and entities engaged by the carrier to perform the carriage and entities responsible for broader infrastructure, such as roads and railways, which play a more passive role in the performance of the carriage. The decision has been criticised in legal scholarship.

According to the CGA section 6, which implements Art. 3 of the Convention, the carrier is vicariously liable for the acts and omissions of persons and entities engaged in the performance of the carriage, as if they were the carrier's own.

The CGA section 6 further specifies that liability applies only to acts and omissions directly related to the performance of the "service," meaning the person's or entity's role in the carriage.The "service" qualification raises the question of whether vicarious liability extends to cases where, for example, a driver steals the goods, as this may not strictly be considered an act within the performance of the "service." Under Norwegian law, the carrier would likely be held liable for theft committed by someone performing the carriage, given the close connection between the purpose of the service (safe transport from A to B) and the theft. However, the situation may be different if, for instance, a stevedore loading the cargo later uses that knowledge to organise a theft at a later stage of the transport.

8.3. To what extent is a carrier deemed liable for damage to or (partial) loss of the goods he transported? (art. 17, 18)

The scope of the carrier's liability is codified in the CGA section 27, which provides that the carrier is liable for any damage to, or loss of, the goods during the period from the moment they are physically received until their delivery to the consignee. The scope of liability also includes delays.

The CGA section 27 establishes strict liability for the carrier. However, the carrier may still be exempted from liability if it can demonstrate that one of the exemptions outlined in the CGA sections 28 and 29 applies.

The CGA section 28 exempts the carrier from liability if the carrier can prove that the incident occurred due to fault or negligence of the sender/consignee, instructions from the sender/consignee not caused by the carrier's fault or negligence, the defective condition of the goods, or circumstances that the carrier could neither avoid nor prevent the consequences of.

An example where the CGA section 28 was invoked is Supreme Court judgment Rt-1998-1815, concerning the transport of stockfish from Norway to Italy. The goods never reached their intended destination due to a professionally orchestrated robbery. The Supreme Court found that the carrier was not liable, emphasising that the robbery was executed with a high degree of professional planning. (See below under question 9.1.)

The CGA section 29 further exempts the carrier from liability when the damage or loss is caused by specific risks associated with one or more of the circumstances listed in letters a to f, which will be outlined below under question 9.2. A notable feature of the exemptions in the CGA section 29 is that the burden of proof is more favourable to the carrier. If the carrier demonstrates that the loss or damage "could" have resulted from any of the listed exemptions (letters a to f), the burden of proof shifts to the counterparty.

8.4. If the transported goods cause damage in any way to other goods, is the damage to those other goods considered to be covered by the CMR?

8.5. Nice to know: If a defect or ill-use of a trailer or container is the cause of the damage, is the carrier considered liable? In other words, are the trailer or container viewed as part of (packaging of) the goods or as part of the vehicle? (art. 17 sub 3)

8.6. Is there any relevant case law on art. 20, 21 or 22?

Number of question	Yes/No	Convention	National law	Landmark cases	Clarification
8.4	YES	Similar starting point as under national law.	The carrier is liable under the CGA section 27, unless he can demonstrate that the	N/A	N/A

			exemptions listed in sections 28 and 29 applies, cf. the above. It will depend on the circumstances whether the carrier will be exempted from liability in a situation where some goods causes damage to other goods, for example if a sender has not packed the goods properly or has not informed about dangerous goods etc.		
8.5	YES	According to the Convention, a defect in the vehicle used does not exempt the carrier from liability. s	The CGA section 28 (2) codifies the Convention Art. 17 paragraph 3, and states that "the carrier cannot invoke defects in the vehicle used for the transport, or errors or negligence of the person from whom they may have rented the vehicle, or their personnel".s	In Supreme Court Judgment Rt-1995-486, the CGA section 28 was invoked; however, the case was ultimately decided based on the interpretation of the CGA section 27 (1). The provision is also referenced in Court of Appeal Judgment LB-2020-5752. The Court of Appeal emphasised that the selected trailer was in satisfactory condition. However, even if the vehicle had been deemed unsatisfactory, the carrier would still have remained liable under the CGA section 28	The interpretation of the phrase "defects to the vehicle" has been a topic of debate in Norwegian legal scholarship. One key issue is whether the wording refers exclusively to mechanical and technical issues or whether it also encompasses the use of an unsuitable vehicle for transport. This question was raised but not resolved in Supreme Court Judgment Rt-1995-486. Regnarsen argues thatit follows from the wording that the section is to be interpreted stictly; however, the issue remains open (see Rafen,

					Kommentar Rettsdata (Note 91), citing Danish literature (Regnarsen, p. 308)). Another point of contention is whether the term "vehicle" includes equipment used to protect the goods. An unpublished District Court case suggests that the term "vehicle" does, in fact, cover such protective equipment
8.6	YES		The Convention art. 20 is implemented in the GCA section 31.	In Supreme Court Judgment Rt-2006-678 , a consignment of fish was to be delivered to A, while the invoice was to be sent to B. However, the carrier erroneously stated in the consignment note that the goods were to be delivered to the invoice recipient's address (B) and subsequently delivered the cargo in accordance with the incorrect consignment note. The carrier was held liable for wrongful delivery. The Supreme Court concluded that the carrier was liable for wrongful delivery and stated, inter alia:	

				"I note that § 27, in conjunction with § 31, [both references to the GCA, remark by GH Law] can be interpreted to imply that the carrier's almost strict liability extends to the delivery of the goods to an incorrect address or recipient. This issue is not covered in the preparatory works. Practical considerations suggest that the carrier's liability should only end once the goods are delivered to the correct location and to the individual designated to receive the goods according to the contract of carriage."	
			The Convention art. 21 is implemented in the CGA section 21.		The Court of Appeal judgment ND-1986-216 involved the carriage of a lifeboat from a Norwegian shipyard to a German buyer. The consignment note specified that the boat was to be delivered only upon receipt of

			Article 22 corresponds with the GCA section 15.		payment or a cheque for the invoice amount. However, the boat was delivered to the buyer without full payment. The buyer subsequently paid the invoice amount, but with a deduction for liquidated damages, which the buyer claimed had accrued due to late delivery under the sale and purchase contract. The seller/sender sought compensation from the carrier for the deducted amount but was unsuccessful. The carrier's liability under section 21 of the CGA pertains to losses incurred by the sender due to unauthorised delivery. Since the seller was unable to prove that the delay was caused by force majeure and that the liquidated damages had not accrued, the carrier was held not liable as the seller failed to substantiate that they had suffered any financial loss.

					We are not aware of any Norwegian case law regarding this provision.

9. Exemption of liability (art. 17 sub 2 & 4)

9.1. When are there 'circumstances which the carrier could not avoid and the consequences of which he was unable to prevent'? (art. 17 sub 2)

The Convention art. 17, paragraph 2 is codified in the CGA section 28 (1). This section is the most frequently applied exemption rule for the carrier. Certain key characteristics can be highlighted regarding the scope of the exemption.

Traditional Force Majeure Situations

Force majeure circumstances form the core of the provision and are typically invoked by the carrier to avoid liability. Force majeure includes events such as war, civil unrest, natural disasters, and other unforeseeable and unavoidable events beyond the carrier's control.

Theft and Robbery

Regarding other circumstances falling within the scope of the exemption rule, theft and robbery are notable. Supreme Court Judgment Rt-1998-1815 involved a professionally orchestrated robbery, which was found to fall within the exemption rule in CGA Section 28 (which has since been amended). However, the precedential value of this case remains uncertain, as the Supreme Court majority's reasoning was closely tied to a specific assessment of the evidence.

Nevertheless, it is noteworthy that the Court considered the carrier's compliance with the insurer's safety regulations. The majority pointed out that there was no evidence to establish that the carrier had agreed to restrict overnight stays to parking areas guarded by police patrols.

Court of Appeal Case ND-1982-186 involved the theft of a vehicle in Milan. The theft occurred during a temporary 10-15 minute stop while the driver was occupied. The Court of Appeal emphasised that the exemption rules in CGA Section 28 should be interpreted strictly. Notably, the carrier had failed to take necessary precautions to prevent vehicle theft, such as equipping the vehicle with standard security features like a gear lock, steering lock, fuel cutoff, or alarm. Due to the high threshold for exemption under CGA Section 28, the carrier was held liable.

Other Circumstances

Other circumstances that may justify exemption under the CGA section 28 include fires, traffic accidents, strikes, lockouts, blockades, and unforeseen weather conditions. There is no clear distinction between these occurrences and traditional force majeure situations.

9.2. To what extent is a carrier freed from liability? (art. 17 sub 4)

In general, the exceptions in the CGA section 29 correspond to the Convention article 17 paragraph 4:

a) Use of an open vehicle without a tarpaulin, expressly agreed upon in the consignment note or, for domestic transport, approved by the sender. If the carrier proves that the loss or damage could have resulted from one of the risks listed above, it is presumed that the loss or damage occurred for that reason, unless proven otherwise. However, this presumption does not apply under subsection (a) if there is an abnormally large loss or loss of entire packages.

b) Lack of or inadequate packaging of goods that, due to their nature, are susceptible to shrinkage or damage if not properly packed.

c) Handling, loading, stowing, or unloading of the goods performed by the sender, the recipient, or someone acting on their behalf.

d) The nature of certain types of goods that make them particularly susceptible to loss or damage, such as breakage, rust, self-deterioration, drying out, leakage, normal shrinkage, or infestation by pests or rodents. If the transport is carried out using a vehicle specifically equipped to protect against heat, cold, temperature fluctuations, or humidity, the carrier cannot claim exemption under subsection (d) unless he proves that all reasonable precautions were taken concerning the selection, maintenance, and use of such equipment and that he complied with all specific instructions given to him.

e) Insufficient or incorrect markings or numbering on the goods.

f) Transport of live animals. The carrier cannot claim exemption under subsection (f) unless he proves that all reasonable measures were taken and that he complied with all specific instructions given to him.

If the carrier proves that the loss or damage could have resulted from one of the risks listed above, it is presumed that the loss or damage occurred for that reason, unless proven otherwise – thereby shifting the burden of proof. However, this presumption does not apply under subsection (a) if there is an abnormally large loss or loss of entire packages

10. Calculation of damages (art. 23 – 28)

10.1. Is there any case law in your jurisdiction on the calculation of the compensation for damage to the goods (i.e. the carrier's limited liability)? (art. 23 – 28)

10.2. Nice to know: In relation to question 10.1: Is there any case law on the increase of the carrier's limit of liability? (art. 24 & 26)

Number of question	Yes/No	Convention	National law	Landmark cases	Clarification
10.1	YES			In Supreme Court Judgment Rt-2006-678, it was stated that the strict nature of the carrier's liability must be understood in conjunction with the liability limitation provisions in the CGA section 32 paragraphs 2 and 3.	s
10.2	YES				

11. Unlimited liability (art. 29)

11.1. When is a carrier fully liable ? (i.e. when can the limits of his liability be 'broken through'?) (art. 29)

The GCA section 38 provides that limitations of liability do not apply if the carrier, or those for whom the carrier is responsible under the CGA section 6, are found to have acted with gross negligence or intent. In short, the terms "intent" and "gross negligence" correspond to what is described as "wilful misconduct" in article 29 of the Convention. Of these criteria, "gross negligence" is far more commonly encountered in Norwegian case law, while incidents involving "intent" are rare.

The starting point when assessing "gross negligence" under the CGA, is the general principles in Norwegian contract and tort law as developed by the Norwegian courts. In Supreme Court judgment reported in Rt-1989-138, the Supreme Court held that gross negligence must "represent a marked deviation from the usual reasonable course of action. It must involve conduct that is highly reprehensible, where the person in question is significantly more to blame than in cases of ordinary negligence."

As follows from the above, the assessment must be specific to each case. A number of factors may be taken into account, such as whether the breach of duty was obvious and serious, whether it involved a substantial deviation from expected conduct, as well as the foreseeability, degree of recklessness or indifference to risks or consequences.

11.2. What is the interpretation of the phrase: 'wilful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct' (art. 29[1] CMR) under your jurisdiction?

As mentioned above (see question 11.1), the Supreme Court has established that the term "gross negligence" shall be interpreted in accordance with its meaning in tort law. Recent case law provides further guidance on its assessment under the CGA.

Court of Appeal Case LE-2022-129510 involved a claim for compensation following vehicle salvage. The Court of Appeal held that the conduct in question could neither be labelled grossly negligent or negligent. The Court concluded that the tow truck company "acted with sufficient care during the salvage," emphasising, inter alia, the tow truck operator's experience and expertise.

Court of Appeal Case LB-2020-44807 involved a claim for compensation related to damage to a consignment of reindeer meat. A key issue in the case was whether the carrier had acted with gross negligence under the CGA section 38.

The Court of Appeal referred to the principles of "gross negligence" established by the Supreme Court. The Court held that the high temperature during transport was the only reasonable explanation for the damage and that the carrier's failure to comply with the key instruction to maintain a temperature between 0 and 4 degrees Celsius amounted to gross negligence.

Court of Appeal Case LB-2017-44065 is also noteworthy. The Court of Appeal found that the carrier failed to adhere to the safety regulations stipulated in the agreement. Furthermore, the goods in question were inadequately secured, which was deemed grossly negligent.

12. Specific liability situations

Situation	Liability of the carrier Yes/No	Ambiguity of case law[4]	Clarification
Theft while driving	YES	Never	The case reported in ND-1982-186 involved the theft of a vehicle during a 10-15 minute stop in Milan. The Court of Appeal emphasised that the exemption rule in the CGA section 29 should be interpreted strictly. Notably, the carrier had failed to take necessary precautions to prevent vehicle theft, such as equipping the vehicle with standard security measures, including a gear lock, steering lock, fuel cutoff, or alarm. The carrier was therefore held liable
Theft during parking	YES	Never	The aforementioned Supreme Court Judgment Rt-2006-321 involved the theft of a trailer south of Rome. The Supreme Court placed significant emphasis on similar cases in other Nordic countries. Given the long-standing issue of freight truck hijackings in Southern Italy, the actions were deemed grossly negligent following a specific assessment of the facts. Court of Appeal Case LB-2004-53856 also involved the theft of cargo during overnight parking in Italy. The cargo insurers sought recourse, alleging that the carrier, or someone with whom the carrier was to be identified, had acted grossly negligently. The insurers argued that gross negligence could be established on four different grounds: 1. That the carrier should not have chosen a tarpaulin-covered truck. 2. That the carrier and its agents should have conducted a more thorough review of the transport documents. 3. That the carrier should have opted for parking in Switzerland instead of Italy. 4. That the carrier should have selected a more secure parking location. The Court of Appeal dismissed all four arguments, concluding that, while alternative decisions could have been made, the circumstances did not amount to gross negligence.

[4] Please indicate to what extent the case law in your country is in line, or whether case law differs from judgement to judgement.

Theft during subcarriage (for example an unreliable subcarrier)	YES	Never	Reference is made to question 8.2 above. The carrier's liability for employees and subcontractors is regulated in the CGA section 6. According to this provision, the carrier is liable "as if the action or omission were his own" for the acts of employees or others engaged in the performance of the carriage "in service" of the carrier. The issue of an unreliable subcontractor raises questions regarding the interpretation of the phrase "in service," as theft during subcarriage could be argued not to be "in service" of the carrier. Case law on this matter often involves analogous contractual relationships in other areas of law. A frequently cited example of identification under Norwegian law is Supreme Court Judgment Rt-1950-330, where an employer was held liable for an employee's theft of a coworker's wallet. Also frequently cited are Supreme Court Judgments Rt-1982-1349 and Rt-1996-385. In these cases, employers were not held liable for theft committed by employees during the performance of their duties, as the theft was unrelated to the perpetrators' role and function as employees
Improper securing/lashing of the goods	YES	Never	*In Court of Appeal Case LB-2017-44065, inadequate securing of the goods led to liability for the carrier.* *Improper securing of the goods was also invoked in Supreme Court Judgment Rt-1995-486. However, the argument was dismissed based on the evidence presented in the case.* *Another case in which improper securing of the goods was invoked as a basis for liability was Court of Appeal Case LB-2020-5752. The Court of Appeal concluded that it was "clear" that the carrier had caused the damage through gross negligence. The court referred to the carrier's duty of examination codified in the CGA section 12 and established that it should have been "obvious" to the driver that securing was necessary between the cabinets and the side walls to prevent toppling and abrasion.* *Finally, Court of Appeal Case LA-1998-1183 can also be mentioned. The carrier was contracted to transport aluminum coils, which were secured with four straps but were damaged during carriage. It was discovered that one of the straps had snapped due to friction wear against a sharp edge, and that the remaining straps were insufficient to prevent the aluminum coils from toppling and being damaged. The Court of Appeal determined that the damage could have been avoided if the carrier had used more straps. The carrier was therefore found to have acted grossly negligently.*

Improper loading or discharge of the goods	YES		In Court of Appeal Judgment LH-1999-439, the case concerned the loading of goods at a terminal. The containers held a mixture of frozen, chilled, and dry goods, prompting the driver to install partitions between the different categories. Ultimately, the goods sustained damage. The Court of Appeal determined, without doubt, that this damage occurred because the partitions had fallen, either completely or partially. It was assumed that the collapse was caused by incorrect installation or by the cargo shifting due to insufficient securing. The Court of Appeal held the carrier liable for the damage. In Court of Appeal Judgment LE-1998-468, the case regarded the carriage of a consignment of glass. The glass was damaged in a roundabout incident, with no doubt that the breakage occurred because a support rod failed to withstand the pressure of the load. The Court of Appeal concluded that the glass broke due to insufficient securing. The carrier, who was also the driver, had an oral agreement with the consignor and argued that he was pressured to transport the goods on the same day without additional protection. However, the Court of Appeal rejected this argument, holding that it was the driver's professional responsibility to ensure the goods were properly secured. The driver also argued that the CGA section 29, paragraph 1, letter c (CMR Convention article 17, No. 4, letter c) was applicable in this case, as two of the consignor's employees had assisted with loading and securing the cargo. The Court of Appeal dismissed this argument, stating that it was "the carrier who had the final say regarding the placement and securing of the cargo."
Temporary storage	YES	Never	In Court of Appeal Case ND-2021-12, the carrier was found liable for damage to the goods during carriage. The parties agreed that the goods were in good condition before loading. The carrier unsuccessfully argued that various factors,other than improper lashing,could have contributed to the damage. Among these was the claim that the temporary storage of the goods in a tunnel during transit might have caused the damage. The Court of Appeal dismissed all of these arguments.

Reload/transit	YES	Never	In Court of Appeal Judgment ND-2021-5, mentioned above, the Court of Appeal held that the meat was damaged during reloading, as "the meat remained in the terminal's loading hall until it was loaded back into the car's refrigerated compartment the next day." The carrier was held liable.
Traffic	YES	Never	Traffic was a contributing factor in the aforementioned Supreme Court Judgment Rt-1995-486. The parties agreed that the carrier had exceeded the speed limit. The high speed was also a decisive factor for the Supreme Court in establishing liability for the carrier. Traffic was also considered in Court of Appeal Judgment LB-2020-5752. Whereas the parties in Supreme Court Judgment Rt-1995-486 agreed that the carrier exceeded the speed limit, this was not the case in LB-2020-5752. The Court of Appeal found that it would not have been possible to complete the carriage without exceeding the speed limit. This was one of several factors leading to the Court of Appeal's conclusion that the carrier had acted with gross negligence in causing the damage
Weather conditions	YES	Never	Weather is a commonly invoked exemption in transport law but is more frequently relied upon in carriage by sea than by road. However, there are cases where poor weather conditions have been invoked by carriers seeking exemption from liability. Court of Appeal Case LA-2008-26208 involved a different area of law but is still considered relevant, as the CGA was referenced in the judgment. The case concerned the termination of a transport agreement between a store and a newly established transportation company following multiple delivery delays. The transportation company acknowledged that the goods were delayed but argued that the delays were caused by extreme weather conditions. The Court of Appeal held that delays resulting from extreme weather conditions did not entitle the party to terminate the agreement. In Court of Appeal Case LB-2013-76572, a compensation claim was filed against a carrier after a shipment was delayed due to heavy snowfall. The goods were to be transported from the US to Norway with a stopover at Heathrow Airport in the UK.

			The carrier argued that he had taken all reasonable precautions to ensure timely delivery and that it was impossible to anticipate both the severity of the weather conditions and the inadequate response of the airport to the snow. The Court of Appeal accepted the carrier's arguments, acknowledging that the extreme weather was unforeseeable. Furthermore, the Court noted that similar weather conditions had affected Western Europe, making rerouting through a different airport unfeasible.
Overloading	NO	Never	We have not identified any case law specifically addressing the issue of overloading. However, the topic is discussed in the preparatory works for CGA section 11 (CMR Article 7, No. 1). According to this provision, the sender is liable for costs and damages incurred by the carrier due to deficiencies in the CMR waybill. The preparatory works of CGA section 11 examine overloading in relation to the carrier's liability. It is noted that situations may arise where the sender inadvertently declares an incorrect weight for the goods. If customs later impose a fee on the carrier for overloading, the carrier would have no recourse against the sender. At the time, no specific regulation was introduced to address this issue. However, overloading is now regulated under the Regulation on Fees for Overloading (FOR-1971-12-17-1).
Contamination during / after loading	YES	Never	Court of Appeal Case LB-2008-171573 involved contamination in the transport of liquid polyester that was delivered by tank trucks to a manufacturer of wind turbine blades. After delivery, the consignee noticed irregularities in the properties of the polyester. It was later discovered that the polyester had been contaminated with phosphor. The sender withdrew the entire consignment but argued that the carrier was liable for the contamination. The Court of Appeal agreed and concluded that the polyester had been contaminated while in the carrier's custody. The carrier was therefore held liable
Contamination during / after discharge	NO	Never	

13. Successive carriage (art. 34 – 40)

13.1. When is a successive carrier liable? (art. 34 – 36)

Chapter VII of the GCA, which governs successive transports ("gjennomgangstransporter" in Norwegian), corresponds to articles 34–36 of the Convention. This chapter does not regulate multimodal transports.

The legal basis for liability is the GCA section 45. The successive carrier is liable for the transportation as a whole, provided that the transportation is actually carried out by multiple carriers in succession (successive carriage) and under the condition that the transportation is based on the same transport agreement, confirmed by the issuance of a consignment note in multiple copies, one of which accompanies the goods.

Consequently, the second and each subsequent carrier, upon receiving the goods and the consignment note, becomes a party to the freight agreement under the terms stated in the consignment note.

13.2. To what extent do successive carriers have a right of recourse against one another? (art. 37 – 40)

The legal basis for recourse claims related to successive carriage is set out in the GCA section 48. A carrier who has paid compensation may claim reimbursement, including interest and costs, from the other carriers involved in the transport, according to the following rules:

a) The carrier responsible for the damage is solely liable for the compensation.

b) If multiple carriers caused the damage, each is liable in proportion to their share of responsibility. If liability cannot be determined, it is divided based on their share of the freight.

c) If it is unclear which carrier is responsible, all carriers share liability in proportion to their share of the freight.

If one carrier is unable to pay, the outstanding amount is distributed among the remaining carriers according to their share of the freight.

13.3. Nice to know: What is the difference between a successive carrier and a substitute carrier? (art. 34 & 35)

14. E-CMR

14.1. Can the CMR consignment note be made up digitally?

Yes/No	E-Protocol	National law (civil law as well as public law)	Landmark cases	Clarification
YES	Th*is is* regulated in section 8 of the CGA, which was implemented on 7 May 2020.s	According to CGA section 8, the parties must agree to using digital CMR consignment note for it to have the same effect as a non-digital consignment note.	Please elaborate your findings and conclusions here, using a max. of 1200 characters	Please elaborate your findings and conclusions here, using a max. of 1200 characters

14.2. In addition to question 14.1: If your country has ratified the e-CMR protocol is there any national case law, doctrine or jurisprudence that practitioners should be aware of?

n/a