This Country report on CMR-convention has been provided by

Epameinondas Kalagiakos Lawyer and partner	K & P Kalagiakos & Partners Law Office
Eleni Kalaitzaki Lawyer and partner	www.kalagiakos-partner.eu

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	*The CMR consigment note is a mere document of evidence, the absence or irregularity of which does not affect the validity of the contract of carriage, which shall remain subject the provisions of this Convention (art. 4 CMR).*	*The exhibition and the details of the consignment note are provided for in art. 101 Greek Commercial Code. After that the consignment note can be issued. This is not a condition for the concluding the contract.*	*First instance court Katerini 603/2012.*	*The consignment note is a certificate, not a security, which refutably serves as evidence of the conclusion of the contract and the carrier's assumption of the goods. The proving evidence that results by the issuance of a consignment note operates in favour of only the carrier and not the sender.*

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

Yes/No	Convention	National law	Landmark cases	Clarification
NO	*The parties can not decide by a contractual clause to apply the convention to a domestic transport. The CMR-convention does not apply for domestic transport.*	*The Greek transport law, which is applied to domestic transports, is essentially regulated in art. 95-107 Greek Commercial Code. The Greek Civil Code is addionally applied to any existing gaps in the Commercial Code.* *Greek transport law differentiates between the forwarding contract, which is regulated in art. 95-101 Commercial Code and the contract of carriage in art. 102-107 Commercial Code.* *Some common rules apply to these two types of contracts, i.e. art. 96, 100 and 107.*		

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	*Art. 1 (4) lit. a): human remains* *Art. 1 (4) lit. c): furniture removals*	*The Greek national transport law applicable to the contracts of carriage of goods in national transport (art. 95-107 Greek Commercial Code) does not provide for similar exceptions.*	*Athens Court of Appeal (CoA) Decision 716/1997, Transportation Law Review, 1999, p. 3.*	

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**	*Art. 95-102 Greek Commercial Code regulates the freightforwarding agreement as a special type of contract. A freight forwarding agreement is the contractual relationship among either the cargo consignor and the carrier or the cargo consignee and the carrier, by virtue of*	*Thessaloniki CoA Decision 920/2009*	*The relationship between the forwarder and the carrier was not subject to the CMR. The CMR is indirectly applicable as the forwarder is liable as carrier whose contract is governed by the convention (Greek Supreme Court's decision 134/1991).*

		which the latter has the obligation to effectuate the transport not on his own means, but by choosing another carrier to operate the carriage of goods, with whom he enters into a(nother) transport contract, for the consignor's or the consignee's account, acting however of his own name. In other words the forwarder is responsible for the choice of the carrier and since he acted with due care in choosing the carrier. He is responsible for organising the transport. *In Greek law the distinction between the fortwarding contract and the contract of carriage poses problems in legal practice. Making this distinction is difficult because companies sometimes appear as a freigt forwarder, sometimes as a freigt carrier in the legal sense.*		*The forwarder and the carrier are burdened with the same kind of liability, that of the cargo's quarantor (Greek Supreme Court's decision 33/1998).* *The forwarder is also liable for her own negligence in the execution of the contract against the recipient or the sender of the goods, irrespectively of any internal agreement between the carrier and the transport consignee.*

☒	**Physical distribution**	*Domestic transport law is not applicable to logistic services. However, if the moving of goods is substantial, the national transport law will govern the whole contract. That condition is not satisfied if the contract does not specify the circumstances that the parties envisaged road transport.* *For example, where a party offers a comprehensive range of services, the court will look to analyse the will of the parties and the executed work.*		
☒	**Charters**	*Under Greek Law chartering of rental a vehicle without driver is governed by specific rules (Gesetz 4093/2012).*		

☒	**Towage**	*Under ministerial Decision Γ9/46447/2397 trailers fall within the scope of the notion of "vehicle", as well as article 1.2 CMR.*	*Athens CoA Desision 4797/2009.*	*Trailers are "vehicles" in the meaning of art. 1 para. 2 CMR and are considered as part of the vehicle used for the performance of the carriage. However, trailers can be considered to be part of the transported goods e.g. when the carrier has to pick up a trailer not belonging to him that is already loaded with the goods.* *If damage is caused to this trailer during transport, it is therefore damage to a transported goods to which the rules of the CMR Convention apply (Athens CoA Desision 4797/2009).*
☒	**Roll on/roll off**	*No statutory rules.*	*Piraeus CoA Decision 286/2004.*	*CMR applies to roll on/roll off transport. By article 2, it applies to international carriage by road, including operations which may take place off the road and where other modes of transport are used. However, the proviso is that the goods must remain on the road vehicle and if a*

				unique contract of carriage has been concluded. *However, if the damage was caused exclusively by the maritime carrier and that damage was not caused by an act or omission of the road carrier, but by some event which only could have occured in the course of and by reason of the carriage by the maritime transport, the liability of the road carrier is governed by the mandatory provisions of the applicable maritime law.*
☒	**Multimodal transport**	*Absence of a national discipline on the multimodal transport.*	*First instance court Piraeus 3915/2004, Piraeus CoA Decision* *554/2011.*	*The CMR Convention does not apply to multimodal transport as such, so that, the provisions of the CMR Convention only apply to that part of the multimodal transport that was carried out by road and separatly meets the conditions of article 1, paragraph 1 CMR.*

				Because no specific legislation for multimodal transport exists in Greece each segment of the multimodal transport, is governed by its own independent and separate regime. *According to case law, the liability of the carrier is based on the legal system of the last means of transport, regardless on to where the damage actually took place (Piraeus CoA Decision 176/90).* *The rationale behind this solution is that the injured party would not necessarily be aware of the place where the breach of contract (or the tort) occurred. It is to her benefit, that the injured party can sue on a safer ground, that of the last means of transport rulebook.*

☒	**Substitute carriage**[1]	*This legal situation is covered by the Greek Civil Code. It is the result of the legal autonomy of the contractual parties concerned. The carrier is fully responsible of the acts/omissions of all persons whose services he make use for the provision of the transport contract.*	*Thessaloniki CoA Decision 2613/2001, Review of Commercial Law/2001, 680.*	*According to article 3 CMR for international transport of goods by road the carrier remains liable to its client (consignor/customer) for all acts/omissions of all persons entrusted with carrying out the transport.*
☒	**Successive carriage**[2]	*According to Greek national law the CMR provisions are not applicable to agreements for national transport.* *If the allocation of liability is not possible each carrier is liable for his transport.*	*Athens CoA Decision 1698/90)*	*According to Greek national law the CMR provisions are not applicable to agreements for national transport.* *If the allocation of liability is not possible each carrier is liable for his transport.*

[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

☒	**'Paper carriers'** [3]	*No statutory rules.*	*No specific case law has been found that deals with a case under this matter.*	

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

NO

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?)

[3] parties who have contracted as carrier, but do not perform any part of the transport, similar to NVOCC's in maritime transport

Number of question	Yes/No	Convention	National law (civil law as well as public law)	Landmark cases	Clarification
2.1	*NO*	*The contact is not void without consignment note, article 4 CMR. According to art. 4 and 9 CMR, the contract of carriage shall be confirmed by the making out of a consignment note, which is a prima facie evidence of the existence of the contract, but the absence/irregularity of the CN shall not affect the contract itself. The CMR consignment note only evidences of its content until proven otherwise.*	*The consignment note is a private document issued by the sender, must bear a date, mention the kind,weight and the quantity of the goods to be carried, as well as the time limit within which the transportation must be executed; it must mention the name and domicile of the commission transportation agent, the name and domicile of the road carrier, the freight as well as any compensation due to delay; it is delivered to the carrier in order to accompany the goods until their final destination (article 101 Commercial Code).*	*First instance court Katerini 603/2012.*	*The CMR is applicable in the absence of an international consigment note.*

2.2	*YES*	*The sender is liable to the carrier for any damages arising from the absence or insufficiency of the consignment note or other documents required by customs, except in* *the case of fault on the part of the carrier, Art. 7 CMR.*	*The consignment note only evidences of its content until proven otherwise (article 100, 101 Commercial Code).*		
2.3	*YES*	*Yes, provided that he did not make reservations on taking* *over the goods, art. 8, 9 CMR.* *According to CMR art. 8, on taking over the goods, the carrier shall check:* *(a) The accuracy of the statements in the consignment note as to the number of*	*No statutory rules.*	*Athens CoA Decision 6751/2004, Transportation Law Review, 2005, p. 164.*	*The reservations by the carrier shall not bind the sender unless he has expressly agreed to be bound by them in the consignment note, article 8.2 CMR.*

		packages and their marks and numbers, and *(b) The apparent condition of the goods and their packaging. Where the carrier has no reasonable means of checking the accuracy of these statements he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging.* *According to CMR art. 9, the consignment note shall be prima facie evidence of the conditions of the contract and the receipt of the goods by the carrier. If the consignment note contains no specific reservations by the carrier, it*			

		shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and *numbers corresponded with the statements in the consignment note.*			
2.4	*YES*	*The carrier shall enter his reservations in the consignment note, together with the grounds on which they are based, art. 8 CMR.* *Such reservations shall not bind the sender unless he has expressly agreed to be bound*	*idem*	*Piraeus CoA Decision 1261/1997, First instance court Piraeus Decision 665/1997, Transportation Law Review, 1999, p. 55.*	*In the absence of reservations there is a presumption of good condition, proof of the contrary admissible (art. 9§2).* *If reservations exist, proof to the contrary is nevertheless admissible except if the sender expressely agreed them.*

		by them in the consignment note, article 8.2 CMR. *In the absence of reservations there is a presumption of good condition, proof of the contrary admissible (art. 9§2).* *If reservations exist, proof to the contrary is nevertheless admissible except if the sender expressely agreed them.*			

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	*YES*	*The carrier is liable for the penalties due to improper execution of customs formalities as he had been mandated, art. 11 para. 3 CMR.*	*idem*		
3.2	*YES*	*Art. 23 para 4 CMR* *See under art. 23*	*idem*		
3.3	*YES*	*He is liable under art. 11§3 CMR.*	*idem*		
3.4	*YES*	*He is liable under art. 11§3 (see above 3.1)*	*idem*		

4. The right of disposal (art. 12)

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

According to article 12 CMR, the sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place of delivery or to deliver the goods to a person other than the consignee originally designated in the consignment note. The right conferred on the sender ceases at the moment when the second copy of the consignment note is handed to the consignee or when the consignee exercises available rights recognized by article 13 CMR. Where there is no consignment note, the instruction then need only comply with the other requirements of art. 12 paragraph 5 CMR. In view of the strict liability set out in Art. 12 para. 7 CMR the content of the instruction should be clearly defined.

The sender can execute his right of disposal provided that he writes precise instructions for the carrier on the first copy of the consignment note and provides for an indemnity for the carrier against all expenses, loss and damage involved in carrying out such instructions (Athens CoA Decision 2717/2004).

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)?

In both cases, the carrier becomes liable to the person who is entitled to make the claim for any loss or damage caused. Art. 12 para. 7 CMR establishes unlimited, fault-based liability. The carrier is solely liable under Art. 17 CMR ff. The extent of the obligation to pay compensation is based on Art. 23, 29 CMR. No case law available.

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*	*The carrier can be held liable to damages that can occur as a result of the lack of asking for instructions to the sender or the consignee, as well as to damages that may occur when the carrier does not follow the instructions given by the sender or consignee.* *If the carrier is confronted with any kind of incident during the transportation of the goods, he has to ask for instructions to either the sender or the consignee, this depending on who has the right to dispose of*		*First instance court Karpenisi 115/ 2006, Transportation Law Review, 2006, p. 438.*	*The carrier can be held liable to damages that can occur as a result of the lack of asking for instructions to the sender or the consignee, as well as to damages that may occur when the carrier does not follow the instructions given by the sender or consignee.*

		the goods in accordance to article 12 CMR. *If the carrier however is confronted with circumstances which prevent the delivery of the goods at the place designated for delivery, he has to ask for instructions to the sender.*			
5.2	*YES*	*Article 15 is concerned with obstacles to delivery at the destination and what the carrier should do next if an obstacle arises. It lays down the steps any carrier should take in these circumstances. It does not regulate the carrier's*	*Article 105 Commercial Code.*	*No specific case law has been found that deals with a case under this article.*	

		liability in these circumstances – that is the concern of article *17. Such circumstances there may be – for example, where the consignee refuses to take delivery because of damage to the goods.*			

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	*No specific provision on this matter is included in CMR-convention.*	*In greek law, packaging is generaly to be considered as part of the goods, if this is provided by the shipper. As a consequence, his weight is taken into account for the*		

		calculation of the indemnity if damaged. *The shipper is obliged to pack the goods in usual way, suitable to protect it from damage or presenting danger to goods or persons. The carrier is obliged to protest packaging upon taking over the cargo if he observes deficiencies or inadequacies of the packaging or is otherwise liable for damages occurring therefrom, but will be relieved of his liability if the sender insisted he took over the cargo as such. He is liable for damages to other cargo/persons arising out of ill packaging, but has a right of recourse against the* *sender/cargo interested party.* *If the container provided by the shipper it is full considered as part of the goods.*		

		However, the transport contract of an empty container is a contract of carriage of goods.		

6.2. To what extent Is the consignor liable for faulty packaging? (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, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

The sender's liability may be diminished through art. 17 para. 5 CMR if for example the carrier, on taking over the goods, fails to notifiy in the consignment note obvious packaging defects as per art. 8 para. 1 lit. b CMR.

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

A notification of the loss or damage is considered to comply with all requirements provided for in art. 30 CMR when it is made not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent. Otherwise, shall be prima facie evidence that the consignee has received the goods in the condition described in the consignment note (Greek Supreme Court's decision 61/2011).

A simple notification in general refering to the damages is considered sufficient in greek case law. No details regarding the nature or the cause of the damages are necessary.

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

Non apparent damages are damages that cannot be noticed through a general external checking of the goods and can only be discovered after inspection or unpacking of the goods. It refers to what is discoverable on a reasonable inspection.

The requirement extends to not just goods but packaging and ropes. Apparent condition of goods extends to their external temperature – reference to a thermostat for example. The test is whether the goods were apparently of sufficient or good enough condition that they would be able to withstand the anticipated journey. It is not thought that there is an obligation to open packaging or containers to assess the quality of goods.

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

The CMR is not seen as influencing this point which is left to the national procedural rules. Such counter evidence can be delivered by all possible means.

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)

Article 31(1) permits two possibilities: first, litigation in a jurisdiction chosen by the parties, and second, litigation in a jurisdiction designated by article 31(1) itself. The first point to note is that the fact that the parties have agreed a jurisdiction does not exclude the alternative jurisdiction based on the provisions of article 31(1) (a) and (b), since it is provided that the latter shall be "in addition" to the former.

If the parties have agreed a jurisdiction, article 31(1) effectively ensures that the provisions of the Convention will be applied by in effect providing that only the courts of a contracting country can be so designated.

Article 31 : Greek courts consider themselves competent to hear the case when a) place of taking over or delivery of the cargo is in Greece or b) place of business/branch of plaintiff is in Greece, or the contract was entered into through branch or agency in Greece (First instance court Katerini 603/2012).

Article 33 : Arbitration clauses are valid provided that they provide for the application of the CMR.

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	*According to art. 32, 29 CMR all claims that are based on a transport that is subject to the CMR treaty are subject to a period of limitation of one year or three-year. The period of limitation shall begin to run:*	*Article 107 of the Commercial Code provides for a six-month statute of limitations for inland road transportations. The period of limitation shall begin to run:*	*First instance court Piraeus 115/2007.*	*The CMR convention governs a freight forwarding contract as well. As a consequence article 32 is applicable.*

	(a) In the case of partial loss, damage or delay in delivery, from the date of delivery; *(b) In the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier;* *(c) In all other cases, on the expiry of a period of three months after the making of the contract of carriage.*	*(a) In the case of partial loss, damage or delay in delivery, from the date of delivery;* *(b) In the case of total loss, from the day on which the goods should have been delivered to the recipient.* *Only transport contract claims fall under article 107 of the Commercial Code and any other potential claim that does not result from the transport contract are treated differently.* *In the same statute of limitations fall all the claims against the transport consignee as well.* *Under greek law the period of limitation can be interrupted by file an action or a recognition of guilt, article 260, 261 Civil Code.*		

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	*See 7.1 above.* *When the parties agree on jurisdition of courts or arbitral tribunals to the exclusion of all other courts, this agreement is void and not applicable, because of the mandatory character of the CMR.*	*According to the greek Civil Procedure Act parties (unless they are consumers) are free to agree on jurisdition of courts or arbitral tribunals to the exclusion of all other courts.* *However, the provisions of the CMR Treaty are mandatory.*		

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)

The Greek Courts appear to take a wide approach to the question. Under Greek law the carrier is liable for the actions or omissions of his own employees, the subcontractors carriers, the agents, the servants, the persons or party appointed by the carrier to take care of the loading and unloading of the goods and in general every party appointed by the carrier to ensure the execution of the transport order (Greek Supreme Court's decision 340/1992).

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

The carrier is entirely liable for the actions or ommissions of the parties referred to in art. 3 CMR and this responsibility is assessed accordingly to the provisions of the CMR-Treaty. Art. 3 CMR aims to establish for the responsibilty of the carrier independent of the carrier executed the transport himself or made appeal to another party for the execution of the transport (Athens CoA Decision 4300/2006).

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

According to art. 17 para. 1 CMR the carrier is liable for damage or total or partial loss that occurred from the time he took over the goods until the time of delivery and also when delivering with delay (Greek Supreme Court's decision 998/2002) unless the carrier can establish one of the limited defences within article 17(2) or the special inherent risks in article 17(4). Art. 17 CMR constitutes a liability without fault (Thessaloniki CoA Decision 603/2014).

Article 18(1) specifies that the burden of proving that loss or damage was caused by one of the circumstances listed in article 17(2) rests with the carrier.

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	*NO*	*The liability carrier's for damage concering the transported goods are govern by art. 17 ff. CMR.* *If the damages are caused to goods that are not transported goods, one must look at the national law to determine who*	*If the damages are caused to goods that are not transported goods, one must look at the national law to determine who is responsible and to what extent.*		

		is responsible and to what extent.			
8.5	*YES*	*According to art. 1 para. 2 CMR trailers are considered vehicles, thus the carrier is liable for damage caused by a defect or ill-use of the trailer, art. 17.3 CMR.* *However, trailers can be considered to be part of the transported goods e.g. when the carrier has to pick up a trailer not belonging to him that is already loaded with the goods.* *Containers are considered to be part of the packaging.*	*Containers are considered to be part of the packaging.*		

8.6	*YES*	*CMR article 20 - case law very rare.* *Art. 21 CMR.*	*The Greek Civil Code is applied to cash on delivery because no specific provision on this matter is included in national Law.*	*Art. 21 CMR: Athens CoA Decision 471/2006, Thessaloniki CoA Decision 647/1995. Not only cash can be accepted as cash on delivery charge. Further payment methods are possible. This is a very expanding interpretation concerning the expression "cash on delivery".*	

		Art. 22 CMR.		*Art. 22 CMR: Athens CoA Decision 2276/2004, Transportation Law Review, 24, p. 337.*	*Art. 22:* *The court decided that the carrier was not informed about the danger of the goods and the nececessary precautions that must be taken to avoid accidents. CMR, Art. 22, No. 1, provides that the sender, in delivering dangerous goods for the transport, has the obligation to report to the carrier the exact nature of the danger they present (e.g. fire, explosion) and possibly to indicate to him the precautions that must be taken to avoid accidents.*

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 Greek Supreme Court understands circumstances which the carrier could not avoid and the consequences of which he was unable to prevent to exist when consequences were unavoidable even though the carrier acted with utterly reasonable care (Greek Supreme Court's decision 1518/2001, Review of Commercial Law, NB, p. 688, Greek Supreme Court's decision 826/2004). This ground for exemption is very similar to what is understood by Greek law under force majeure. This requires more than the common care and attention (Greek Supreme Court 666/2004). Which measures the carrier has to take to act with utterly reasonable care depends on the individual circumstances and whether the circumstance was completely unforeseeable and completely unavoidable for the carrier. For example such measures: the carrier should have deployed a alarm system, two drivers and used secured parking (Greek Supreme Court's decision 1306/2007, 2008 Nomiko Vima (NoB) 174).

It is very difficult to draw a line regarding to what circumstances are and what circumstances are not considered as grounds for exemption. Among other things, the following conditions were accepted: robbery with assault of the driver (Athens CoA Decision 4926/88, Athens CoA Decision 1432/1987), floods, road traffic accidents, if it was impossible for carrier to prevent the traffic accident (Athens CoA Decision 2260/2004, Transportation Law Review, 24, p. 343), abnormal weather conditions, etc.

On the other hand, the following were not accepted: theft (Athens CoA Decision 7086/90, Review of Commercial Law, 1990, p. 618, Athens CoA Decision 264/2001), mistakes made by drivers (Athens protod Decision 2968/2003, Transportation Law Review, 23, p. 352), strikes, traffic jams, etc.

After all, it is not possible to determin which circumstance is always unavoidable and unforseeable and which it is not. It possible that in one case a circumstance will be accepted and will lead to an exemption of liability, but that in another case the same circumstance will not be accepted. A good exemple of this is theft (see question 12). To be able to invoke a circumstance as a ground for exemption of liability the carrier will have to proof that he has taken all reasonable precautions as any other normally prudent carrier would have and that it was impossible to prevent the damages, loss or delay (18.1 CMR).

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

The carrier is freed from his liability if the damage arises due to one of the causes listed in art. 17 para. 4 CMR. According to art. 18 para. 2 CMR the burden of proof for the carrier for these special grounds for exemption is much lighter than this for the general grounds for exemption (see question 9.1). In order to provide evidence of a special ground for exemption, the carrier must not prove that the ground of exemption is the cause of the damages, loss or delay. There is a presumption of causal relationship for the special grounds for exemption, if the carrier shows the causal connection between the listed risk and the damage, loss or delay, without the carrier having to prove this causal link (Piraeus CoA Decision 268/2001,Transportation Law Review, 21, p. 327). Exceptions with regards to that presumption listed in art. 18 para. 3-5 apply.

The lack of, or defective condition of packing: the packaging of the goods is the sender's obligations. The sender must package the goods to the extent necessary for transport. However, to the extent that the goods were insufficiently packaged in view of the normal transport risks, the carrier may invoke this as a special ground for exemption. The carrier had to prove that there was a problem with the packaging in view of the circumstances of the transport so that he could be relieved of his liability (Greek Supreme Court's decision 1379/1987).

An important question is, if in order for the carrier to be able to invoke the special exemption ground, he should not have made a reservation on the consignment note regarding the packaging. It is part of the carrier's obligation to check before the transport the condition of the packagin insofar as the defectiveness of the packaging was evident and should have been seen during the inspection, the carrier must have made a reservation to invoke the special ground for exemption (First instance court Athens 3845/2010). However, if the carrier could not perceive the defective condition of packing, he cannot make a reservation and he will nevertheless be able to invoke the special ground for exemption, art. 17/4 b.

According to art. 17/4 c CMR the carrier’s liability is also excluded if the defective or inadequate stowage of goods exposes them to total or partial loss or to damage. The obligation to stowage the cargo is not ruled by the CMR. Instead, this is either ruled by the underlying national law or (in as far as possible) by the contractual arrangement between the parties. For example, the cargo of paint cans got partially damaged during transport from Athens to Bahrain, due to the defective condition of stowage, the bad condition of the road and the long distances and without covering the gaps between the paint cans with pieces of styrofoam. The carrier claimed the damage was attributable to special risk from art. 17/4 c. Courts in both instances held that the stowage has been handled inadequately, if the goods are not secured against events that could occur under transport conditions such as moving due to long distances and bad condition of the road (Greek Supreme Court's decision 420/2003).

According to art. 17 para. 4 d) CMR the carrier's liability is also excluded, if the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage. The summary of the damages given by the CMR (breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin) is not limitative. It is to be noted that, precisely in view of the specific nature of the goods, special instructions will given with regard to transport. If there are such instructions, for example for food transport with refrigeration, and the carrier does not adhere to this, he will of course not be able to invoke the special ground for exemption (Thessaloniki CoA Decision 603/2014).

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*	*CMR only grants compensation for material damages causes to the transported goods.* *Art. 23§1 and 2: compensation calculated by reference to the value of the goods at the time*	*The liability of the carrier is characterized by the fact that, in contrast to art. 23 CMR, there is no maximum liability in the national road freight transport law. However, the parties have the option of contractually agreeing on a maximum liability.*	*Greek Supreme Court's decision 157/1996, 300/1992.*	*If the carrier is liable for damages, he shall pay the value that the goods had at the place and time they were taken over for carriage.* *The value of the goods shall be determined by reference to their market price, or, if there*

		and time at which they were accepted for carriage. *Art. 23§2: determination of the value of the goods.* *Art. 23§3 and 4: Limitation of compensation and additional charges.* *Art. 23§3: Limitation of compensation.* *The compensation can never be higher than 8,33 SDR per kg of gross weight short.*			*is no such market price, the normal market value of goods of the same kind and having the same characteristics.*
10.2	*YES*	*Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26 CMR.*	*See above 10.1.* *In this context, it is interesting how it is in insurance law when special clauses in the annex to the insurance policy provide for compensation beyond these*		

			limits. Art 23 CMR is not applicable for damages arising from the non-respect of additional obligation to take an additional theft-insurance.		

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 limits of liablity of the carrier is only to be broken through in application of art. 29 CMR by wilful misconduct. The term " wilful misconduct " was unknown in greek law. The greek legal system knowns only two grade of fault the fraud (dolus directus, indirect purpose and dolus eventualis) and the negligence (minor negligence/recklessness and gross negligence). However, the term " wilful misconduct " it does not coincide with the concept of the "fraud" and the "gross negligence". According to the interpretation of the term " wilful misconduct " it is a indermediary grade of fault between the "fraud" and the "gross negligence"(Greek Supreme Court's decision 18/1998, Review of Commercial Law, 1998, 536 and 205/2007, NB , 2007, p. 1859), because the "recklessness" is an objective test, while the " wilful misconduct " adds a subjective element, the knowledge of the probably loss. The element of recklessness requires a particularly serious breach of duty, in which the carrier or his agents/servant grossly disregard the security interests of other the contracting party. However, the subjective requirement of awareness of the likelihood of damage occurring is an awareness that the reckless conduct of the

actor forces upon him. Given that such knowledge it is difficult to draw any hard and fast rules on wilful misconduct. Each case must be considered on its own facts.

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?

The Greek Supreme Court's does not deal with this phrase in his fundamental decision 18/1998, (see above 11.1). Because the expanding interpretation concerning the expression " wilful misconduct " leaves no room for the application of a equivalent case to wilful misconduct. The equivalent case to wilful misconduct would be usefull, if the interpretation of the term " wilful misconduct " was not so expanding and coincides only with the concept of the "fraud".

12. Specific liability situations

Situation	Liability of the carrier Yes/No	Ambiguity of case law[4]	Clarification
Theft while driving	*NO*	Never	*There is no case law related to good being stolen while the truck was moving.*
Theft during parking	*YES*	Rarely	*Theft during parking is always considered avoidable in the sense of Art. 17 para. 2 CMR because theft is a risk inherent to the haulage profession. Consequently, the carrier is always liable - which leads to the question of breaking the limits of liability. Armed robberies during parking situations are generally*

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

			considered unavoidable in the sense of art. 17 para. 2 CMR, (Piraeus CoA Decision 818/2005, Transportation Law Review, 25, p. 315). The rare decisions admitting the exemption of the carrier's liability concern robbery with assault of the driver. *There is no exemption from liability in cases where the carrier made a stop (Greek Supreme Court's decision 479/2006), on an isolated site in the countryside (Athens Court of Appeal 7111/2006, 6751/2004, Transportation Law Review, 25, p. 66), in places with particularly high theft rates (First instance court Athens 3777/2003, Transportation Law Review, 24, p. 173) or without any effective surveillance (Piraeus CoA Decision 286/2004).* *Carrier exemption from liability (yes). Theft during parking - area not isolated ans lighted - driver remained in the cabin, (Greek Supreme Court's decision 1518/2001, Review of Commercial Law/2001, 688). Each case must be considered on its own facts.*
Theft during subcarriage (for example an unreliable subcarrier)	*YES*	Never	*If a theft occurs during subcarriage, the carrier will be treated as if the theft occurred during his carriage. The acts and omissions of the subcarrier lead to a liability of the carrier because the sub-carrier is considered as an "other person" in the sense of art. 3 CMR.*
Improper securing/lashing of the goods	*YES*	Sometimes	*Damage to cargo occurring due to improper securing/lashing of the goods is deemed as lack of due professional care by the carrier, making him liable for damage even in cases where the loading was performed by the sender. The only way for the carrier to be freed from liability is, if he entered remarks on improper/insufficient packaging/securing cargo for transport in the consignment note*

			upon taking over the cargo for carriage. See 9.2. above.
Improper loading or discharge of the goods	*YES*		*The CMR convention does not provide a regulation concerning the obligation of handling, loading, stowage or unloading and leaves this to national law. Under Greek law there is a contractual freedom to regulate these obligations of the parties on this matter. However, when the handling, loading, stowage or unloading was executed by the sender he is responsible for the transport, (District court Athens 3243/2005, Transportation Law Review, 2007, p. 85, First instance court Thessaloniki 6766/2004, Transportation Law Review, 2005, p. 529).* *The carrier is not liable for damage arising from improper loading/discharge, if it was done by the sender/consignee according to art. 17/4 c and if he maked a reservation to that effect into the* *consignment note. If the carrier does not make a reservation on the consignment note he is not necessary liable because this only serves of the evidence of the proper loading or discharge of the goods, (First instance court Athen 6982/2004, Transportation Law Review, 2006, p. 216). See 9.2. above.*
Temporary storage	*YES*	Rarely	*As long as the goods are not delivered to the adressee the carrier remains liable under art. 17 CMR for any loss, damage or delay. Delivery of goods beginns with the moment at which the addressee acquires the right of disposal over the goods, (First instance court Piraeus Decision 514/93, Transportation Law Review, 6, p. 241). Under art. 12 CMR the carrier may be directed to store the goods temporarily. After the delivery of goods the carrier's liability will transform into a liability for the storage of the goods according to the applicable national law (art. 16 CMR).*

Reload/transit	*YES*	Never	*If with reload/transit the situation is alluded in which the carrier has to load the goods in another vehicle, the carrier will be held liable if the transport did not yet come to end and thus there has not been a "delivery" (see above under temporary storage).*
Traffic	*YES*	Never	*The carrier is always liable for damage to cargo caused by a traffic accident, even if occurring without the fault of the carrier's driver, because such accidents are a risk inherent to the performance of transport activities and are not considered as acts of God by Greek courts. See above 9.1.*
Weather conditions	*YES*	Sometimes	*Depending on the circumstances. Weather conditions are generally considered to be within the carrier's sphere of risk.*
Overloading	*YES*	Never	*Thessaloniki CoA Decision 2613/2001, Review of Commercial Law NB, p. 680.*
Contamination during / after loading	*YES*	Never	*Please elaborate your findings and conclusions here, using a max. of 3000 characters, please include case law*
Contamination during / after discharge	*YES*	Never	*Please elaborate your findings and conclusions here, using a max. of 3000 characters, please include case law*

13. Successive carriage (art. 34 – 40)

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

According to article 34 CMR Convention, which is applicable to all international transport agreements for the transport of goods by road, stipulates that if a carriage governed by a single contract is performed by successive road carriers, each of them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming party to the contract of carriage, under the terms of the consignment note, by reason of acceptance of the goods and the consignment note. The consignment note which is handed over must cover the entire road transport. The successive carrier then agrees to enter into the original transport agreement.

If several successive carriers are involved in the international transport of goods by road, the consignee is allowed to hold liable all (successive) carriers which are jointly and severally liable for the payment of the damages.

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

In the case of successive carrier, every carrier undertakes joint liability for the full carriage. According to Article 37, an indemnity claim can be brought not only against the carrier responsible for causing the loss or damage, but against the first or the last successive carrier too. The carrier who is sued for a fact committed by another can bring an action against the other carriers, individually or cumulatively.

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

Successive carrier takes over the cargo and the consignment note from the previous carrier who performed the previous part of the carriage. While in the case of the substitute carrier there is more than one consignment note.

The carrier who undertakes the whole transport operation from another (contracting) carrier and performs the carriage alone (or subcontracts the transport further to a third carrier who performs the actual carriage) is a substitute carrier. The carrier is responsible for the acts of the substitue carrier (Thessaloniki CoA Decision 2613/2001), while in the case of the substitute carrier every carrier undertakes joint liability for the full carriage.

In in the case of successive carrier there is only one carriage contract while in the case of the substitute carrier there is a second contract that is separate and autonomous from the first contract.

The main difference between the successive carrier and the substituted carrier is the fact that the substituted carrier does not make clear the intention to enter (as a party) into the original transport agreement which the principal carrier concluded.

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
NO	*Not signed and thus ratified - therefor it is not part of the Greek law.*			

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?

Please elaborate your findings and conclusions here