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MANUAL FOR THE APPLICATION OF THE TIR CONVENTION

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## FOREWORD

The Manual for the Application of the TIR Convention has been prepared by CEPAL as a contribution to the process which began with the Meeting of Ministers of Public Works and Transport of the Southern Cone countries, held for the purpose of securing the application of the 1975 TIR Convention in their countries. The present text is of a provisional character, and it is expected that an improved version will incorporate any comments and suggestions that may be formulated either by the institutions that have collaborated in its preparation or by the users themselves.

The manual constitutes a compilation of the provisions of the Convention to which have been added the relevant explanatory notes, the whole being presented in an order designed to show separately the procedures prior to application, those relating to the application proper, the routine to be followed for each transport operation and the aspects connected with the general administration of the Convention. It is hoped that this presentation will help to make the Convention more clearly understood, and that it may also be of use to countries for the purposes of their internal regulations, as well as for the instruction of the customs and transport personnel responsible for everyday operations.

CEPAL wishes to stress the invaluable collaboration received from the International Road Transport Union (IRU), particularly with regard to all the material furnished. Special mention must also be made of the co-operation extended by the United Nations Economic Commission for Europe (ECE), by the Spanish Asociación de Transporte Internacional por Carretera (ASTIC), by the Association Française des Transporteurs Routiers Internationaux (AFTRI), and by the central Customs authorities of Spain and France and the Customs offices of Geneva and the Port of Hamburg.

Note: Much of this manual has been taken from articles of the TIR Convention and from its explanatory annexes, whose source is cited in parentheses at the end of the corresponding paragraph -e.g., (ART.52.1) or (Explanatory note for ART.6 in annex 7).

/Chapter I

## Chapter 1

### PROCEDURES PRIOR TO APPLICATION OF THE TIR CONVENTION

Under this head are included all those procedures which have to be carried out before the TIR Convention is applied.

These procedures are of a legal nature, and consist of contracts, conventions or agreements between the parties to the TIR Convention.

They must be carried out once only, save in very exceptional circumstances, as, for instance, if a new TIR Convention were adopted, etc.

#### I. THE GOVERNMENT

The government of any country desiring to become a party to the TIR Convention shall carry out the procedures listed below:

##### A. ACCESSION TO THE TIR CONVENTION

Under the Convention all member States of the United Nations or members of any of the specialized agencies or of the International Atomic Energy Agency or parties to the Statute of the International Court of Justice may become Contracting Parties to the TIR Convention:

- by signing it without reservation of ratification, acceptance or approval;
- or
- by depositing an instrument of ratification, acceptance or approval after signing it subject to ratification, acceptance or approval; or
- by depositing an instrument of accession (ART.52.1).

Customs or economic unions may, together with all their member States that are Contracting Parties to the Convention, also become Contracting Parties to it. However, these unions shall not have the right to vote (ART.52.3).

The period during which the Convention was open for signature by States expired on 31 December 1976, so that today it is possible to become a party to the Convention only by accession. To that end, any country so desiring shall execute the legal procedures for acceptance of the Convention as national law and then  
/deposit the



deposit the instrument of accession with the Secretary-General of the United Nations (ART.52). The annex 1 of the present manual, a model is given for a message from the Executive to the Legislature to initiate the legal formalities for accession.

Any State may, at the time of acceding to the Convention, declare that it does not consider itself bound to accept the intervention of the arbitration tribunal. Other Contracting Parties shall not be bound to accept the said arbitration tribunal in respect of any Contracting Party which has entered such a reservation (ART.58.1).

Any Contracting Party having entered a reservation as provided for in the preceding paragraph, may at any time withdraw such reservation by notifying the Secretary-General of the United Nations (ART.58.2).

Apart from the reservations provided for in the last paragraph but one, no reservation to the Convention shall be permitted (ART.58.2).

#### B. CUSTOMS AUTHORITIES

The government shall delegate to the central Customs authority the task of dealing with the Customs aspects of the TIR System. To that end, it shall facilitate acquaintance with the Convention as well as its application and routine operations. And, lastly, it shall delegate to the said authority the necessary powers to act in its name.

#### C. AUTHORITIES CONCERNED WITH TECHNICAL INSPECTION OF VEHICLES

The government shall nominate a central authority to be responsible for the inspection and approval of vehicles, trailers, semi-trailers and containers for use in transport under the TIR procedure. It shall facilitate acquaintance with the Convention, as well as its practical application in connexion with everything concerning inspection, and, lastly, shall delegate the necessary powers for the issue of the required certifications by the authority appointed. The tasks of inspection, approval and certification are normally entrusted to commissions that include a representative of the national guaranteeing association and that operate under the direction of the Customs Administrator and with the participation of an engineer or technician from an appropriate State service.

## II. CONSTITUTION OF A NATIONAL GUARANTEEING ASSOCIATION BY CARRIERS

The term "guaranteeing association" shall mean an association approved by the Customs authorities of a Contracting Party to act as surety for persons using the TIR procedure (ART.1.1).

Carriers interested in international transport of goods shall, either jointly or availing themselves of an existing carriers' association, create an association, or adapt the existing one in the necessary respects, to act as guarantor for international transport operations performed under cover of TIR carnets, to the Customs authorities of the country concerned.

Once the national guaranteeing association has been constituted, it shall carry out the procedures indicated in sections A and B below.

### A. SURETY BOND WITH AN INSURANCE COMPANY, BANK OR FINANCIAL INSTITUTION

The national guaranteeing association shall enter into a surety bond with an insurance company, bank or financial institution established in the country, which shall act as surety for it to the central Customs authority.

A model surety bond is presented in annex 2 of this manual.

### B. DEED OF ENGAGEMENT WITH THE INTERNATIONAL GUARANTEEING ASSOCIATION (IRU)

The national guaranteeing association shall also sign an engagement with the international guaranteeing association (IRU) with a view to regulating their reciprocal duties and liabilities under the TIR régime.

A model deed of engagement is presented in annex 3 of this manual.

/III. THE

### III. THE CUSTOMS AUTHORITIES AND THE NATIONAL GUARANTEEING ASSOCIATION

Subject to such conditions and guarantees as it shall determine, each Contracting Party may authorize associations to issue TIR carnets, either directly or through corresponding associations, and to act as guarantors (ART.6.1).

An association shall not be approved in any country unless its guarantee also covers any liabilities incurred in that country in connexion with operations under cover of TIR carnets issued by foreign associations affiliated to the same international organization as that to which it is itself affiliated (ART.6.2).

Under the provisions of the foregoing paragraph, the Customs authorities of a country may approve more than one association, each of which may incur liability arising from the discharge of the carnets issued by it or by its corresponding associations. (Explanatory note for ART.6 in annex 7.)

Each Contracting Party shall provide the guaranteeing associations concerned with facilities for:

- The transfer of the currency necessary for payment of the sums claimed by the authorities of Contracting Parties under the provisions of the Convention; and
- The transfer of the currency necessary for payment for TIR carnet forms sent to the guaranteeing associations by the corresponding foreign associations or by the international organizations (ART.44).

#### A. AGREEMENT

The Customs authorities and the national guaranteeing association shall sign an agreement regulating the relations between the two parties with regard to the application of the TIR Convention. At the time of signing this agreement, the national guaranteeing association shall provide the surety of the insurance company, bank or financial institution to guarantee to the Customs authorities credits extended to persons importing, exporting or carrying goods in transit under cover of a TIR carnet issued by the association itself or by another organization affiliated to the international guaranteeing association (IRU).

A model agreement is presented in annex 4 of this manual.

/B. DEED

B. DEED OF WARRANTY

The national guaranteeing association shall also sign a deed of warranty to the Customs authorities in which it undertakes to pay the import or export duties and taxes, together with any default interests, due under the Customs laws and regulations of the country in which an irregularity has been noted in connexion with a TIR operation. It shall be liable, jointly and severally with the persons from whom the sums mentioned above are due, for payment of such sums (ART.8.1).

In cases where the laws and regulations of a Contracting Party do not provide for the payment of import or export duties and taxes as mentioned in the preceding paragraph, the guaranteeing association shall pay, under the same conditions, a sum equal to the amount of the import or export duties and taxes plus any default interest (ART.8.2).

The country concerned shall determine the maximum sum per TIR carnet which may be claimed from the guaranteeing association on the basis of the provisions referred to in the foregoing paragraphs. Since this sum will increase the cost of the guarantees that have to be given by the national guaranteeing association and consequently the cost of its members' operations, the Convention recommends that it be limited to 50 000 dollars per TIR carnet (or the equivalent in the currency of the country concerned). (ART.8.3 and its explanatory note in annex 6.)

The liability of the guaranteeing association to the authorities of the country where the Customs office of departure is situated shall commence at the time when the TIR carnet is accepted by the Customs office. In the succeeding countries through which goods are transported under the TIR procedure, this liability shall commence at the time when the goods are imported (ART.8.4).

The liability of the guaranteeing association shall cover not only the goods which are enumerated in the TIR carnet but also any goods which, though not enumerated therein, may be contained in the sealed section of the road vehicle or in the sealed container, but it shall not extend to any other goods (ART.8.5).

For the purpose of determining the duties and taxes mentioned in paragraphs 1 and 2 of this article, the particulars of the goods as entered in the TIR carnet shall, in the absence of evidence to the contrary, be assumed to be correct (ART.8.6).

/When payment

When payment of sums mentioned in paragraphs 1 and 2 of this article becomes due, the competent authorities shall so far as possible require payment from the person or persons directly liable before making a claim against the guaranteeing association (ART.8.7).

The Customs authorities shall approve the deed of warranty signed by the national guaranteeing association.

A model deed of warranty is presented in annex 5 of this manual.

When the agreement and the deed of warranty have been signed by the guaranteeing association to the entire satisfaction of the Customs authorities, the latter may authorize the initiation of TIR operations, always provided that the measures for application of the TIR procedure have been completed in their entirety.

## Chapter 2

### OPERATIONS FOR APPLICATION OF THE TIR PROCEDURE

Under this heading are included all those operations that must be performed after those described in chapter 1, and before international transport under the TIR procedure can be started.

The operations described in this chapter may be modified or updated, in the course of time, by the competent authorities in each country. Such modifications shall be introduced, essentially, with a view to facilitating international transport under the TIR procedure.

#### I. THE CUSTOMS AUTHORITIES

The Customs authorities shall perform the operations listed in sections A, B, C and D below:

##### A. REGULATE THE APPLICATION OF THE TIR CONVENTION

In regulating the internal application of the provisions of the TIR Convention each Customs authority shall take into account its own regulations and procedures and the need to ensure that its officials have a precise understanding  
/of the

of the scope of the provisions of the Convention and their relation to other procedures applied in the country. In particular, in regulating the Convention, the Customs authorities shall bear in mind the aspects indicated below.

In accordance with the stipulation of the Convention, it shall apply to the transport of goods without intermediate reloading, in road vehicles, combinations of vehicles or in containers, across one or more frontiers between a Customs office of departure of one Contracting Party and a Customs office of destination of another or of the same Contracting Party, provided that some portion of the journey between the beginning and the end of the TIR operation is made by road (ART.2).

In the preceding paragraph, provision is made for the possibility that a transport operation under cover of a TIR carnet may begin and end in the same country on condition that part of the journey is performed in foreign territory. In such cases there is nothing to prevent the Customs authorities of the country of departure from requiring, in addition to the TIR carnet, a national document, intended to ensure duty-free reimportation of the goods. It is nevertheless recommended that Customs authorities should not insist on the use of such a document but accept instead an appropriate endorsement on the TIR carnet. (Explanatory note for ART.2 in annex 6.)

The provisions of the Convention, while allowing goods to be carried under cover of a TIR carnet when only part of the journey is made by road, do not specify what part of the journey has to be made by road and it is sufficient that this should occur at some point between the beginning and the end of the TIR operation. However, it may happen that, for unforeseen reasons of a commercial or accidental nature, no part of the journey can be made by road, despite the intentions of the sender at the start of the journey. In these exceptional cases the Contracting Parties shall nevertheless accept the TIR carnet and the liability of the guaranteeing association shall remain in force. (Explanatory note for ART.2 in annex 6.)

For the provisions of the Convention to become applicable:

1. The transport operations must be performed:
  - (a) by means of road vehicles, combinations of vehicles or containers previously approved under the conditions set forth;
  - (b) by means of other road vehicles, other combinations of vehicles or other containers under the conditions set forth.

2. The transport operations must be guaranteed by approved associations and must be performed under cover of a TIR carnet (ART.3).

No special Customs document shall be required in respect of the temporary importation of a road vehicle, combination of vehicles or container carrying goods under cover of the TIR procedure. No guarantee shall be required for the road vehicle or combination of vehicles or container (ART.15.1).

The provisions of the foregoing paragraph, shall not prevent each Contracting Party from requiring the fulfilment at the Customs office of destination of the formalities laid down by its national regulations to ensure that, once the TIR operation has been completed, the road vehicle, the combination of vehicles or the container will be re-exported (ART.15.2).

Certain difficulties may arise in the case of vehicles not subject to registration, such as, in some countries, trailers or semi-trailers, when Customs documents are not required for temporary admission. In that case, the provisions of the foregoing paragraph may be observed, while assuring adequate protection for the Customs authorities, by recording particulars of these vehicles (make and numbers) on vouchers 1 and 2 of the TIR carnet used by the countries concerned and on the corresponding counterfoils. (Explanatory note for ART.15 in annex 6.)

Goods carried under the TIR procedure shall not be subjected to the payment or deposit of import or export duties and taxes at Customs offices en route (ART.4).

Goods carried under the TIR procedure in sealed road vehicles, combinations of vehicles or containers shall not as a general rule be subjected to examination at Customs offices en route. However, to prevent abuses, Customs authorities may, in exceptional cases, and particularly when irregularity is suspected, carry out an examination of the goods at such offices (ART.5).

The foregoing provisions do not exclude the right of Customs authorities to carry out spot checks on the goods but stress that these checks should be very limited in number. The international TIR carnet procedure, in fact, provides protection greater than that given by national procedures. Firstly, the particulars on the TIR carnet relating to the goods must agree with the particulars given on the Customs documents which may be required in the country of departure. In addition the countries of transit and destination are given protection by the controls which are carried out at departure and which are certified by the Customs authorities at the office of departure. (Explanatory note for ART.5 in annex 6.)

/B. APPROVE

B. APPROVE CUSTOMS OFFICES OF DEPARTURE, EN ROUTE AND OF DESTINATION

Each Contracting Party shall cause to be published the list of the Customs offices of departure, Customs offices en route and Customs offices of destination approved by it for accomplishing TIR operations. The Contracting Parties of adjacent territories shall consult each other to agree upon corresponding frontier offices and upon their opening hours (ART.45).

Contracting Parties are recommended to make the largest possible number of Customs offices, both inland and at the frontier, available for dealing with TIR operations. (Explanatory note for ART.45 in annex 6.)

C. FIX, IF SO DESIRED, ROUTES AND TIME-LIMITS FOR JOURNEYS

For journeys in the territory of their country, the Customs authorities may fix a time-limit and require the road vehicle, the combination of vehicles or the container to follow a prescribed route (ART.20).

When fixing time-limits for the transport of goods within their territory, Customs authorities must likewise take into account inter alia any special regulations to which carriers are subject, particularly regulations concerning working hours and mandatory rest periods for drivers of road vehicles. (Explanatory note for ART.20 in annex 6.)

To avoid the imposition of needless and superfluous restrictions, it is recommended that these authorities should exercise their right to prescribe a route only when they consider it essential. (Explanatory note for ART.20 in annex 6.)

D. TRAIN PERSONNEL OF APPROVED CUSTOMS OFFICES

The Customs authorities shall train the personnel of approved Customs offices so that these latter, once the regulations and the pertinent procedures are familiar, may expedite the necessary operations to the greatest possible extent.

/II. THE



## II. THE AUTHORITIES CONCERNED WITH TECHNICAL INSPECTION OF VEHICLES

The national authorities which the government has made responsible for performing these functions shall establish the necessary regulations for the inspection and certification of vehicles, trailers, semi-trailers and containers.

These regulations shall be published, so that not only carriers but also manufacturers of vehicles, trailers, semi-trailers and containers may be fully informed of them.

The Contracting Parties shall communicate to one another, on request, information necessary for implementing the provisions relating to the approval of road vehicles, trailers, semi-trailers and containers, and to the technical characteristics of their design (ART.50).

Road transport vehicles registered in a given country, or unregistered vehicles whose owner or user is resident in that country, shall be inspected and, where appropriate, their approval renewed, every two years (Annex 3).

Every road vehicle, trailer, semi-trailer and container must be constructed in conformity with the conditions laid down in the Convention and must have been approved in accordance with the procedure established therein (ARTS.12 and 13).

## III. THE NATIONAL GUARANTEEING ASSOCIATION AND THE INTERNATIONAL GUARANTEEING ASSOCIATION(IRU)

The national guaranteeing association, in agreement with the international guaranteeing association (IRU), shall, in addition to signing the deed of engagement (see annex 3 of the present manual), perform the operations listed below.

### A. SUPERVISION OF ADMISSION

The procedure for admission to or suspension from the TIR system applied by the national guaranteeing association with respect to carriers must guarantee the eligibility and solvency of those making use of the system. This procedure must be imparted to the international guaranteeing association (IRU), which reserves the right to ask for any alteration to be made that it may deem desirable.

The national guaranteeing association shall accept all verifications made by the international guaranteeing association (IRU) on the conditions of admission of carriers to the TIR system.

### /B. SUPPLY

#### B. SUPPLY OF TIR CARNETS

The national guaranteeing association shall purchase TIR carnets from the international guaranteeing association (IRU) in conformity with IRU's established rules.

TIR carnet forms sent to the guaranteeing associations by international organizations shall not be liable to import and export duties and taxes and shall be free of import and export prohibitions and restrictions (ART.7).

#### C. PERIOD OF VALIDITY OF TIR CARNETS

The national guaranteeing association shall fix the period of validity of the TIR carnets it issues. The period in question, however, may not exceed three months, and may be reduced by a mere decision of the international guaranteeing association (IRU). After its expiry the carnet may not be presented for acceptance at the Customs office of departure (ART.9.1).

Once it has been accepted by the Customs office of departure on or before the final date of validity, as provided for in the preceding paragraph, the carnet shall remain valid until the termination of the TIR operation at the Customs office of destination (ART.9.2).

Exceptionally, a single extension of the carnet's validity for a period of one month may be granted by the national guaranteeing association, if sound grounds exist.

Exceptionally, a national guaranteeing association may extend, for a maximum of 20 days, the period of validity of a TIR carnet produced by a carrier residing abroad. The national guaranteeing association shall communicate this decision by telex or telegram to the national guaranteeing association issuing the carnet.

#### D. CONTROL OF TIR CARNETS

The national guaranteeing association shall send the international guaranteeing association (IRU), each month, the TIR carnets returned during the previous month, and duly cleared by the Customs authorities. The same procedure shall be adopted in respect of TIR carnets delivered to holders but not used during the period of validity.

/The international

The international guaranteeing association (IRU) shall ascertain whether the TIR carnets have been regularly and unconditionally discharged; if this is not the case it shall return them to the guaranteeing association which issued them, so that it may request the user to have them discharged at the earliest possible date.

Used TIR carnets are kept by the international guaranteeing association (IRU) for the period during which Customs offices may ask to examine them (one year in the case of TIR carnets which have not been discharged or have been conditionally discharged, and two years where the certificate of discharge was obtained in an improper or fraudulent manner).

The TIR carnets are stored in the IRU files in Geneva.

The national guaranteeing association shall accept all the verifications of the international guaranteeing association (IRU) on its administrative handling of the TIR carnet procedure.

#### E. MONTHLY TIR CARNET STATISTICS

The national guaranteeing association shall draw up a statement of the TIR carnets used each month and shall send it to the international guaranteeing association (IRU) at the beginning of the following month.

The statistics shall be presented as follows:

Statistics for the month of:

Issuing Association:

1. TIR carnets sold:

- (a) valid for two countries;
- (b) valid for several countries;

2. TIR carnets used and returned:

- (a) valid for two countries;
- (b) valid for several countries;

3. TIR carnets not issued and damaged:

- (a) valid for two countries;
- (b) valid for several countries;

4. TIR carnets issued, damaged and unused:

- (a) valid for two countries;
- (b) valid for several countries;

5. TIR carnets returned to their holders because of conditional discharge:

Remarks:

Place:

Date:

Signature:

#### IV. THE NATIONAL GUARANTEEING ASSOCIATION AND CARRIERS

The national guaranteeing association and the carriers of each Contracting Party shall perform the operations listed below.

##### A. FINANCIAL RELIABILITY OF TRANSPORT ENTERPRISES

Every international carrier desiring to accede to the TIR Convention must present its application for admission to the national guaranteeing association of the country in which it is registered as an international carrier.

The national guaranteeing association, in its capacity as a member of the international guaranteeing association, shall examine the applications of any carriers desiring to avail themselves of the advantages of the TIR carnet.

The national guaranteeing association shall ascertain, by taking all the necessary measures dictated by circumstances, that the applicant provides the fullest possible guarantees as to his moral character, his professional competency and his financial reliability prior to his being admitted to benefit from the TIR carnet service. The national guaranteeing association shall repeat these measures as often as it deems necessary and at least biennially.

The national guaranteeing association shall keep up to date a register of carriers authorized to carry goods under the TIR procedure.

The national guaranteeing association shall take all the measures dictated by circumstances to determine if authorization for use of TIR carnets should be suspended in the case of carriers that no longer offer the same guarantees exacted of them at the time of their admission.

The national guaranteeing association shall apply all the appropriate sanctions against any carrier who has made improper or fraudulent use of TIR carnets, and,

/in particular,

in particular, it shall suspend, either temporarily or permanently, the issue of TIR carnets to the carrier in question.

B. DECLARATION OF ENGAGEMENT OF THE CARRIER WITH THE  
NATIONAL GUARANTEEING ASSOCIATION

Once the application for admission submitted by the international carrier to the national guaranteeing association has been examined and approved, a declaration of engagement shall be formalized, whereby the carrier holding a TIR carnet recognizes the right of appeal of a national guaranteeing association in respect of any sum which it might have to pay to the Customs authorities in consequence of improper or fraudulent use of TIR carnets.

A model declaration of engagement of the carrier for admission to the TIR Customs régime is presented in annex 6 of this manual.

C. ISSUE OF TIR CARNETS

The national guaranteeing association shall organize the issue of TIR carnets and shall so notify carriers desiring to effect international transport under the TIR Convention.

The national guaranteeing association may issue TIR carnets only to those applicants that it has previously authorized and that are signatories of the corresponding declaration of engagement.

As an exceptional measure, the national guaranteeing association is empowered to issue to a foreign carrier the TIR carnet essential for his return journey, whenever that carrier is the holder of a TIR carnet valid for the outward journey and issued in his name, for the vehicle concerned, by his national association, and is able to support his claim that he could not foresee at the start of his outward journey the number of TIR carnets he would need for his return journey. This facility is not applicable if the applicant's national association raises objections to the issue of such carnets.

/Whenever possible,

Whenever possible, the national association thus approached shall get in touch with the national association of the applicant with a view to ascertaining whether the latter is empowered to effect transport operations under the TIR procedure.

The maximum period of validity of a TIR carnet issued in these conditions may not exceed 30 days.

### Chapter 3

#### STEPS TO BE FOLLOWED FOR EVERY TIR OPERATION

Under this heading are listed the steps that are carried out permanently in every Customs office in relation to the international transport of goods under the TIR procedure.

The term "TIR operation" shall mean the transport of goods from a Customs office of departure to a Customs office of destination under the procedure, called the "TIR procedure", laid down in the Convention (ART.1.a).

#### I. THE CUSTOMS AUTHORITIES AND THE CARRIERS

##### A. GENERAL ASPECTS

Each Contracting Party reserves the right to refuse to recognize the validity of the approval of road vehicles or containers which do not meet the conditions set forth in the Convention. Nevertheless, Contracting Parties shall avoid delaying traffic when the defects found are of minor importance and do not involve any risk of smuggling (ART.14.1).

Before it is used again for the transport of goods under Customs seal, any road vehicle or container which no longer meets the conditions which justified its approval, shall be either restored to its original state, or presented for approval (ART.14.2).

No special Customs document shall be required in respect of the temporary importation of a road vehicle, combination of vehicles or container carrying goods under cover of the TIR procedure. No guarantee shall be required for the road vehicle or combination of vehicles or container (ART.15.1).

/The provisions

The provisions of the foregoing paragraph shall not prevent a Contracting Party from requiring the fulfilment at the Customs office of destination of the formalities laid down by its national regulations to ensure that, once the TIR operation has been completed, the road vehicle, the combination of vehicles or the container will be re-exported (ART.15.2).

Certain difficulties may arise in the case of vehicles not subject to registration, such as in some countries, trailers or semi-trailers, when Customs documents are not required for temporary admission. In that case, adequate protection for the Customs authorities shall be assured by recording particulars of these vehicles (make and numbers) on vouchers 1 and 2 of the TIR carnet used by the countries concerned and on the corresponding counterfoils. (Explanatory note for ART.15 in annex 6.)

When a road vehicle or combination of vehicles is carrying out a TIR operation, one rectangular plate bearing the inscription "TIR" shall be affixed to the front and another to the rear of the road vehicle or combination of vehicles. These plates shall be so placed as to be clearly visible, shall be removable, and shall have the following characteristics: (ART.16)

- The dimensions of the plates shall be 250 mm by 400 mm.
- The letters TIR in capital Latin characters shall be 200 mm high and their strokes at least 20 mm wide. The letters shall be white on a blue ground. (Annex 5.)

Every road transport vehicle or container shall be accompanied by a TIR carnet. However, a single TIR carnet may be made out for a combination of vehicles or for several containers loaded on to a single road vehicle or on to a combination of vehicles. In that case the TIR manifest of the goods covered by the TIR carnet shall list separately the contents of each vehicle in the combination of vehicles or of each container (ART.17.1).

The provision that the manifest of the goods covered by the TIR carnet shall show separately the contents of each vehicle of a combination of vehicles, or of each container, is only intended to simplify Customs inspection of the contents of each vehicle or container. This provision shall not therefore be interpreted so rigidly that each variation between the actual contents of a vehicle or container and the contents of that vehicle or container as shown on the manifest /is considered

is considered a breach of the provisions of the Convention. If the carrier can satisfy the relevant authorities that, notwithstanding such a variation, all the goods shown on the manifest agree with the total of goods loaded in the combination of vehicles or in all the containers covered by the TIR carnet, this shall not normally be considered a breach of Customs requirements. (Explanatory note for ART.17.1 in annex 6.)

In the case of household removals, the procedure laid down in paragraph 10(c) of the Rules for the use of the TIR carnet can be applied, the list of articles concerned being reasonably condensed. (Explanatory note for ART.17.1 in annex 6.)

The TIR carnet shall be valid for one journey only. It shall contain at least the number of detachable vouchers for Customs acceptance and for discharge which are necessary for the transport operation in question (ART.17.2).

A TIR operation may involve several Customs offices of departure and destination, but, save as may otherwise be authorized by the Contracting Party or Parties concerned,

- The Customs offices of departure shall be situated in only one country;
- The Customs offices of destination shall be situated in not more than two countries; and
- The total number of Customs offices of departure and destination shall not exceed four (ART.18).

It is essential for the smooth operation of the TIR procedure that the Customs authorities of one country should refuse to designate a Customs office of exit as a Customs office of destination for a transport operation which is going on to a neighbouring country when that country is also a Contracting Party to this Convention, unless there are some special circumstances to justify the request. (Explanatory note for ART.18 in annex 6.)

Goods should be so loaded that the consignment to be unloaded at the first unloading point can be taken out of the vehicle or the container without its being necessary to unload the other consignment or consignments of goods due to be unloaded at the other unloading points. (Explanatory note for ART.18.2 in annex 6.)

Where a transport operation involves unloading at more than one office it is necessary that, after a partial unloading, a record of it should be made in box 12 on all the remaining manifests of the TIR carnet, and at the same time another

/record should



record should be made on the remaining vouchers and the corresponding counterfoils to the effect that new seals have been affixed. (Explanatory note for ART.18.2 in annex 6.)

When transport under cover of a TIR carnet takes place in part in the territory of a State which is not a Contracting Party to this Convention, the TIR operation shall be suspended during that part of the journey. In that case, the Customs authorities of the Contracting Party on whose territory the journey continues shall accept the TIR carnet for the resumption of the TIR operation, provided that the Customs seals and/or identifying marks have remained intact (ART.26.1).

The same shall apply where for a part of the journey the TIR carnet is not used by the holder of the carnet in the territory of a Contracting Party because of the existence of simpler Customs transit procedures or when the use of a Customs transit régime is not necessary, as, for instance, in the case of maritime transport in international waters (ART.26.2).

In such cases the Customs offices where the TIR operation is suspended or resumed shall be deemed to be Customs offices of exist en route and Customs offices of entry en route, respectively (ART.26.3).

The provisions of the Convention shall preclude neither the application of restrictions and controls imposed under national regulations on grounds of public morality, public security, hygiene or public health, or for veterinary or phytopathological reasons, nor the levy of dues chargeable by virtue of such regulations (ART.47.1).

The provisions of the Convention shall not preclude the application of other provisions, either national or international, governing transport, such as, for example, those relating to international transport permits (ART.47.2).

No charge shall be made for Customs attendance in connexion with the Customs operations mentioned in this Convention, save where it is provided on days or at times or places other than those normally appointed for such operations (ART.46.1).

The Customs authorities of Contracting Parties shall arrange to the fullest extent possible for Customs operations concerning perishable goods at Customs offices to be facilitated (ART.46.2).

/If the

If the Customs authorities conduct an examination of the load of a road vehicle, combination of vehicles or container in the course of the journey or at a Customs office en route, they shall record on the TIR carnet vouchers used in their country, on the corresponding counterfoils, and on the vouchers remaining in the TIR carnet, particulars of the new seals affixed and of the controls carried out (ART.24).

If the Customs seals are broken en route or if any goods are destroyed or damaged without the breaking of such seals, the competent authorities of the country in which the carrier is operating shall, without prejudice to the possible application of the provisions of national law, complete at the earliest possible moment the certifying report in the TIR carnet (ART.25).

Except in special cases, the customs authorities shall not require road vehicles, combinations of vehicles or containers to be escorted at the carriers' expense on the territory of their country, or require examination en route of road vehicles, combinations of vehicles or containers and their loads (ART.23).

#### B. AT THE CUSTOMS OFFICE OF DEPARTURE

The term "Customs office of departure" means any Customs office of a Contracting Party where the international transport of a load or part-load of goods under the TIR procedure begins (ART.1.f).

The goods and the road vehicle, the combination of vehicles or the containers shall be produced with the TIR carnet at the Customs office of departure (ART.19).

Every TIR carnet has a date of expiry, after which it cannot be presented for acceptance at the Customs office of departure.

When a TIR carnet is presented at the Customs office of departure for formal acceptance, all the necessary data must be filled in, with the exception of those reserved for entry by the Customs authorities. It shall be accompanied by the dispatch notes for the goods enumerated in the manifest and, in the case of load groupage, by a comprehensive load list of each of the consignments appearing in the manifest.

The Customs office shall verify that the particulars of the goods manifest on the various vouchers of the carnet tally with those in the export documents and that the carnet as a whole is correctly filled out, with no omissions. At the

/request of

request of the Customs office, photocopies, drawings, packing lists or any other document may be added to facilitate identification of the goods. These additional documents shall be affixed by appropriate devices to the inside or cover pages of the carnet. The Customs office shall check the condition of the road vehicle or container and, in the case of sheeted vehicles or containers, the condition of the sheets and sheet fastenings, since these accessories are not included in the certificate of approval. The vehicle or container shall then be sealed.

The Customs office shall then register the TIR carnet in a book prepared for the purpose, recording the serial number, date of registration, number of carnet, name of issuing association, name and address of the holder and of the driver, number of packages, gross weight, generic description of the goods, names of the Customs offices en route and of arrival, and remarks.

The Customs office shall note the registry number from that book and the export invoice number on the first set of vouchers Nos. 1 and 2 and their respective counterfoils, and shall fill in boxes 20 to 25 of these vouchers (except box 21), together with boxes Nos. 18 and 19 of all the vouchers in the carnet. The counterfoil of the first voucher No. 1 shall be endorsed, except when there are expected to be other Customs offices of departure, in which case boxes 18 and 19 of the first set only of vouchers 1 and 2 shall be filled in, signed and stamped by the first office.

The Customs office shall also verify that the vehicle or container has not undergone any handling which might involve tax risks, and that the corresponding certificates of admission are valid and correctly issued.

Lastly, the Custom office shall affix and seal the TIR plates on the front and rear of the vehicle concerned, or, where appropriate, to the front of the tractor and the rear of the trailer. It shall then detach voucher No. 1 and retain it until voucher No. 2 is received from the Customs office of exist en route. The two shall, in due course, be matched and carefully filed by order of registration.

Should there be several Customs offices of departure, a circumstance which shall be noted in box 2 of voucher No. 1, the second office shall return voucher No. 2 to the first and shall, in turn, remove the seals from the vehicle, effect, as a Customs office of departure, the clearance of the new goods loaded, reseal

/the vehicle,

the vehicle, and fill out boxes 20 to 25 (except No. 21) of the second set of vouchers Nos. 1 and 2. The same procedure shall be followed at the third and last possible Customs office of departure. At the second Customs office of departure, the manifest shall include the goods loaded at both the first and second offices, and at the third Customs office of departure, in turn, it shall comprise the whole of the goods cleared by all three Customs offices.

When there is more than one Customs office of departure, boxes 18 and 19 of all the vouchers in the manifest shall be filled out by the last Customs office of departure, which is the one at which the manifest is totalized and the final Customs seals are affixed.

Note: A TIR operation may begin at an interior Customs office, if one exists, in which the steps corresponding to a Customs office of departure shall be performed; the steps corresponding to a Customs office of exit en route shall then be performed at the country's frontier Customs office. If, however, the TIR operation begins at a frontier Customs office, the steps corresponding both to a Customs office of departure and to a Customs office of exit en route shall be performed at that office.

#### C. AT THE CUSTOMS OFFICE EN ROUTE

The term "Customs office en route" shall mean any Customs office of a Contracting Party through which a road vehicle, combination of vehicles or container is imported or exported in the course of a TIR operation (ART.1.h).

At each Customs office en route and at Customs offices of destination, the road vehicle, the combination of vehicles or the container shall be produced for purposes of control to the Customs authorities together with the load and the TIR carnet relating thereto (ART.21).

The provisions of the foregoing paragraph do not restrict the right of Customs authorities to examine all parts of a vehicle other than the sealed load compartment. (Explanatory note for ART.21 in annex 6.)

The Customs office of entry may turn back the carrier to the Customs office of exit of the adjacent country if it finds that no clearance has been given by that office or that clearance has not been given in due form. In such cases the Customs office of entry inserts a note in the TIR carnet for the Customs office of exit concerned. (Explanatory note for ART.21 in annex 6.)

/If in

If in the course of an examination, Customs authorities draw samples of goods, a note recording full particulars of the goods taken must be made by those authorities on the goods manifest of the TIR carnet. (Explanatory note for ART.21 in annex 6.)

Provided that it has been accepted by the Customs office of departure on or before the final date of validity, the TIR carnet shall remain valid until the termination of the TIR operation at the Customs office of destination (ART.9.2).

As a general rule and except when they examine the goods, the Customs authorities of the Customs offices en route of each of the Contracting Parties shall accept the Customs seals of other Contracting Parties, provided that they are intact. The said Customs authorities may, however, if control requirements make it necessary, add their own seals (ART.22.1).

The Customs seals thus accepted by a Contracting Party shall have in the territory of that Contracting Party the benefit of the same legal protection as is accorded to the national seals (ART.22.2).

1. At Customs offices of exit en route

The Customs office of exit en route, if it finds the documents, the vehicle or container and the customs seals all in order, shall fill out boxes 26 to 30 (except box 28) of the corresponding voucher No. 2 and the counterfoil, detach the voucher, and allow the vehicle or container to leave. The voucher shall be registered in a special book with spaces for serial number of the entry, date of registration, TIR carnet number, name of issuing association, name and address of the holder and of the driver, number of packages, gross weight, generic description of the goods, name of Customs offices of departure, en route and of destination, and remarks. The voucher shall subsequently be returned to the corresponding Customs office of departure or Customs office of entry en route.

Should there be sound reasons for suspecting fraud, the Customs office may make the appropriate verifications. If these show that irregularities have occurred, the certificate of discharge (boxes 26 to 30) on voucher No. 2 shall not be filled out and the vehicle or container shall be provisionally detained until a decision is made as to its release.

/If the

If the seals on the vehicle or container are broken but the Customs office finds that the merchandise is in order, it shall permit the vehicle or container to depart, after affixing new seals, with the following note entered in box 29 of voucher No. 2 and in box 5 of the counterfoil: "Customs seals presented for clearance broken".

When it is seen that the vehicle or container has been presented for clearance after the expiry of the time limit established by the Customs office of departure or the Customs office of entry en route, the Customs office of exit en route may request explanations from the driver. If those furnished are deemed satisfactory, the certificate of discharge shall be signed, with an endorsement entered, both in box 20 of voucher No. 2 and in box 5 of the counterfoil, to the effect that "A delay of ..... is noted, caused, according to the driver's declaration, by .....".

Note: When a TIR operation begins at a frontier Customs office, the steps corresponding both to a Customs office of departure and to a Customs office of exit en route shall be performed at that office.

## 2. At Customs offices of entry en route

When the documents are found to be in order, the Customs office of entry en route shall fill in boxes 20 to 25 of the next available set of vouchers Nos. 1 and 2 and their respective counterfoils, detach voucher No. 1, and then permit the vehicle or container to depart. The voucher shall be recorded in a special book having the same boxes as those provided in respect of exit en route, and shall remain on file until the Customs office of exit en route or of destination returns the corresponding voucher No. 2.

If the Customs office inspects the goods and is satisfied, it shall note this in a brief endorsement in the blank space at the bottom of voucher No. 1, as well as on the counterfoil, and shall enter in box 4 of the counterfoil the numbers of the new seals affixed. Should the office not be satisfied, the vehicle or container may be temporarily detained.

/The Customs

The Customs office of entry en route may turn back the carrier to the Customs office of exit of the adjacent country if it finds that no clearance has been given by that office or that clearance has not been given in due form. In such cases the Customs office of entry inserts a note in the TIR carnet for the Customs office of exist concerned. (Explanatory note for ART.21 in annex 6.)

Note: When a TIR operation ends at a frontier Customs office, the steps corresponding both to a Customs office of destination and to a Customs office of entry en route shall be performed at that office.

#### D. AT THE CUSTOMS OFFICE OF DESTINATION

The term "Customs office of destination" shall mean any Customs office of a Contracting Party where the international transport of a load or part-load of goods under the TIR procedure ends (ART.1.9).

At Customs offices of destination, the road vehicle, the combination of vehicles or the container shall be produced for purposes of control to the Customs authorities together with the load and the TIR carnet relating thereto (ART.21).

Subject to the provisions of the Convention, another Customs office of destination may be substituted for a Customs office of destination originally indicated (ART.27).

On arrival of the load at the Customs office of destination, and provided that the goods are then placed under another system of Customs control or are cleared for home use, discharge of the TIR carnet shall take place without delay (ART.28).

The use of the TIR carnet must be restricted to the function which it was intended to cover, namely, the transit operation. The TIR carnet must not, for example, be used to cover the storage of goods under Customs control at destination. Where no irregularity has taken place, the office of destination must discharge the TIR carnet as soon as the goods covered by the carnet have come under another Customs procedure or have been cleared for home use. In practice discharge must be given as soon as the goods have been directly re-exported (as, for example, when then are shipped on arrival at a port), or as soon as a declaration for Customs /purposes has

purposes has been made at the place of destination, or as soon as the goods have been received into a place approved for storage while awaiting a declaration for Customs purposes (for example, a transit shed), in accordance with the regulations in force in the country of destination. (Explanatory note for ART.28 in annex 6.)

The TIR carnet may be discharged unconditionally or conditionally; where discharge is conditional this shall be on account of facts connected with the TIR operation itself. These facts shall be clearly indicated in the TIR carnet (ART.10.1).

When the Customs authorities of a country have discharged a TIR carnet unconditionally they can no longer claim from the guaranteeing association paragraphs 1 and 2, unless the certificate of discharge was obtained in an improper or fraudulent manner (ART.10.2).

The certificate of discharge of the TIR carnet shall be regarded as having been obtained in an improper or fraudulent manner when the TIR operation has been carried out by means of load compartments or containers adapted for fraudulent purposes, or when such malpractices as the use of false or inaccurate documents, the substitution of goods, tampering with Customs seals, etc., have been discovered, or when the certificate has been obtained by other illicit means. (Explanatory note for ART.10 in annex 6.)

The following are the steps leading to the discharge of a TIR carnet covering the dispatch of imports.

- When the vehicle or container enters the Customs precincts, the driver of the vehicle is requested by the entry control official to produce the carnet. In his presence, the condition and number of the Customs seals, are checked as well as the general characteristics of the vehicles. If all is in order, the vehicle or container is allowed to move on to the Customs parking area.
- Once the TIR carnet is in possession of the entry control official, he records it in the register, together with the date and time of entry, and any irregularities. Should there be an irregularity (sheet torn, securing rings detached, Customs seal strap in poor condition, too many hours taken on the journey from the preceding Customs office, etc.), the control official, in the presence of the driver, shall make out the appropriate endorsements in the carnet, which he shall hand in to the Customs office.

/- When



- When the TIR carnet has been received in the Customs office, it is registered in the import or entry book, and the corresponding voucher No. 2 is detached, numbered and dated, and filed
- The Customs office keeps the TIR carnet in its possession, together with the voucher No. 2, while the formalities for the discharge or dispatch of the goods are initiated, and until whatever inspection may be deemed necessary has been carried out. If no irregularities are noted, the Customs office shall fill out normally and unconditionally the certificate of discharge on voucher No. 2, as well as the certificate comprised in boxes 26 to 30 on the first yellow page in the carnet. It shall then send the voucher No. 2 to the corresponding Customs office of entry en route, and shall return the carnet to whoever presented it. In the event that irregularities have been noted, the Customs office shall not fill out the certificate of discharge (boxes 26 to 30) of voucher No. 2, and the vehicle shall be provisionally detained until its release has been decided upon and any appropriate sanction has been formalized and paid.

Should there be several Customs offices of destination, the load for each of them shall be separately indicated on the voucher, both in boxes 11 to 13 and in the appropriate place in box 14.

The first Customs office of destination shall carry out its steps as indicated above, and shall send the corresponding voucher No. 2 to the Customs office of entry en route. It shall then act as if it were itself a Customs office of entry en route, signing the next set of vouchers and retaining voucher No. 1, which it shall keep until the subsequent receipt of its companion voucher No. 2. On the remaining used vouchers in the carnet it shall write off, by a signed and stamped endorsement, the goods it has cleared.

The next Customs offices of destination, in succession, shall proceed likewise, until the last one clears the rest of the goods, sends the corresponding voucher No. 2 to the preceding Customs office of destination, and fills in the comprised of boxes 26 to 30 on the first yellow page in the carnet. All three Customs offices shall endorse space 28 on their respective certificates of discharge.

Whenever the carnet is retained due to conditional discharge or because its immediate return is not possible, the Customs office shall hand the driver of the vehicle a certificate reading as follows:

/"The Customs

"The Customs Administration of ....., certifies that TIR carnet No. ....., issued at ....., by the ..... Association, has not been returned to the holder on account of ..... At ..... on ..... of ..... 198 . Signature of Customs official and stamp of the Administration".

A TIR carnet which for any reason has been conditionally discharged, if withdrawn from the Customs office, must be returned to it in due course for the final discharge to be noted. As long as this endorsement is not made out, the documentary formalities of a TIR operation cannot be considered complete.

Once used, the carnet must be returned to the carrier's national association, duly cleared by all the Customs authorities concerned in the operation. The national association shall verify the accuracy of the statements it contains before sending it to IRU, which, after checking it, shall classify it in the IRU files, which are at the disposal of the Customs authorities until the expiry of the prescribed time limit.

Note: A TIR operation may end at an interior Customs office, if one exists, in which the steps corresponding to a Customs office of departure shall be performed; the steps corresponding to a Customs office of exit en route shall then be performed at the country's frontier Customs office. If, however, the TIR operation begins at a frontier Customs office, the steps corresponding both to a Customs office of departure and to a Customs office of exit en route shall be performed at that office.

## II. TECHNICAL INSPECTION AUTHORITIES AND CARRIERS

This section describes all the procedures necessary to obtain inspection and approval of vehicles, trailers, semi-trailers and containers, as well as the technical conditions that they must fulfil, so that they can be used for international transport of goods under the TIR procedure.

Since the procedures and the technical conditions for vehicles, trailers and semi-trailers are different from those for containers, the latter are dealt with separately.

/A. PROCEDURE

A. PROCEDURE FOR APPROVAL OF VEHICLES (Annex 3)

Road vehicles may be approved by one of the following procedures:

- Individually, or
- By design type (series of road vehicles).

An approval certificate conforming to the standard form presented in annex 7 of this manual shall be issued for approved vehicles. This certificate shall be printed in the language of the country of issue and in French or English. When the authority which has granted the approval deems it necessary, photographs or diagrams authenticated by that authority shall be attached to the certificate. The number of those documents shall then be inserted by that authority under item No. 6 of the approval certificate.

The approval certificate shall be kept on the road vehicle.

Road vehicles shall be produced every two years, for the purposes of inspection and of renewal of approval where appropriate, to the competent authorities of the country in which the vehicle is registered or, in the case of unregistered vehicles, of the country in which the owner or user is resident.

If a road vehicle no longer complies with the technical conditions prescribed for its approval, it shall, before it can be used for the transport of goods under cover of TIR carnets, be restored to the condition which had justified its approval so as to comply again with the said technical conditions.

If the essential characteristics of a road vehicle are changed, the vehicle shall cease to be covered by the approval and shall be reapproved by the competent authority before it can be used for the transport of goods under cover of TIR carnets.

The competent authorities of the country of registration of the vehicle or, in the case of vehicles for which registration is not required, the competent authorities of the country where the owner or user of the vehicle is established may, as the case may be, withdraw or renew the approval certificate or issue a new approval certificate.

1. Procedure for individual approval

The owner, the operator or the representative of either shall apply to the competent authority for individual approval. The competent authority shall inspect the road vehicle produced in accordance with the general rules mentioned above, and, after satisfying itself that the vehicle complies with the technical conditions prescribed, shall issue a certificate of approval.

2. Procedure for approval by design type (series of road vehicles)

Where road vehicles are manufactured by type series, the manufacturer may apply to the competent authority of the country of manufacture for approval by design-type.

The manufacturer shall state in his application the identification numbers or letters which he assigns to the type of road vehicle to which his application for approval relates.

The application shall be accompanied by drawings and a detailed design specification of the type of road vehicle to be approved.

The manufacturer shall give an undertaking in writing that he will:

- Produce to the competent authority such vehicles of the type concerned as that authority may wish to examine;
- Permit the competent authority to examine further units at any time during the production of the type series concerned;
- Advise the competent authority of any change, however small, in the design or specification before proceeding with such change;
- Mark the road vehicles in a visible place with the identification numbers or letters of the design-type and the serial number of the vehicle in the type series (manufacturer's number);
- Keep a record of vehicles manufactured to the approved design-type.

The competent authority shall state what changes, if any, must be made to the proposed design-type in order that approval may be granted.

No approval by design-type shall be granted unless the competent authority has satisfied itself by examination of one or more vehicles manufactured to the design-type concerned that vehicles of that type comply with the technical conditions prescribed.

/The competent

The competent authority shall notify the manufacturer in writing of its decision to grant approval by design-type. This decision shall be dated and numbered. The authority which took the decision shall be clearly designated.

The competent authority shall take the necessary steps to issue an approval certificate, which it has duly signed, in respect of every vehicle built in conformity with an approved design-type.

The holder of the approval certificate shall, before using the vehicle for the carriage of goods under the cover of a TIR carnet, fill in, as may be required, on the approval certificate:

- The registration number given to the vehicle (item No. 1) or,
- In the case of a vehicle not subject to registration, particulars of his name and business address (item No. 8).

The competent authorities of one Contracting Party may issue a certificate of approval to a vehicle manufactured in the territory of that Party and the vehicle in question shall not be subject to any additional approval procedure in the country in which it is registered or in the country where its owner resides, as the case may be.

It is not the object of these provisions to limit the right of the competent authorities of the Contracting Party in which the vehicle is registered, or in whose territory its owner is resident, to demand the presentation of a certificate of approval, either when the vehicle is imported or subsequently, for purposes relating to the registration or control of the vehicle or to other similar formalities.

When a vehicle which has been approved by design-type is exported to another country which is a Contracting Party to the Convention, no further approval procedure shall be required in that country on account of its importation.

### 3. Procedure for endorsement of the certificate of approval

When an approved vehicle, carrying goods under cover of a TIR carnet, is found to have major defects, the competent authorities of Contracting Parties may either refuse to allow the vehicle to continue its journey under a TIR carnet, or allow the vehicle to continue its journey under a TIR carnet on the Contracting Party's territory while taking the necessary security precautions. The approved

/vehicle must

vehicle must be restored to a satisfactory state as rapidly as possible, and in any case before it is again used for the transport of goods under cover of a TIR carnet.

In each of these cases the Customs authorities shall make an appropriate endorsement in box No. 10 of the certificate of approval of the vehicle. When the vehicle has been restored to a condition which justifies approval, it shall be presented to the competent authorities of a Contracting Party who shall revalidate the certificate by adding an endorsement in box No. 11 provided for that purpose, with the words "Defects rectified" and the name, signature and stamp of the competent authority concerned. No vehicle, the certificate of which has been endorsed in box No. 10 under the provisions of the preceding paragraph, may again be used for the transport of goods under a TIR carnet until it has been restored to a satisfactory condition and until any endorsement in box No. 10 has been cancelled as indicated above.

Each endorsement made on the certificate shall be dated and authenticated by the Customs authorities.

When a vehicle is found to have defects which the Customs authorities consider to be of minor importance and not involving any risk of fraud (in particular, smuggling), the continued use of the vehicle for the transport of goods under cover of a TIR carnet can be authorized. The holder of the approval certificate shall be notified of the defects and shall restore the vehicle to a satisfactory state within a reasonable time.

#### 4. Technical conditions for road transport vehicles (Annex 2)

##### (a) Basic principles

Approval for the international transport of goods under Customs seal may be granted only to vehicles, the load compartments of which are constructed and equipped in such a manner that:

- (i) No goods can be removed from, or introduced into, the sealed part of the vehicle without leaving obvious traces of tampering or without breaking the Customs seal;
- (ii) Customs seals can be simply and effectively affixed to them;
- (iii) They contain no concealed spaces where goods may be hidden;
- (iv) All spaces capable of holding goods are readily accessible for Customs inspection.

/(b) Structure

(b) Structure of load compartments

To meet requirements load compartments must have the following characteristics:

(i) The constituent parts of the load compartment (sides, floor, doors, roof, uprights, frames, cross-pieces, etc.) shall be assembled either by means of devices which cannot be removed and replaced from the outside without leaving obvious traces or by such methods as will produce a structure which cannot be modified without leaving obvious traces. When the sides, floor, doors and roof are made up of various components, these shall meet the same requirements and be of sufficient strength.

(ii) Where joining devices (rivets, screws, bolts and nuts, etc.) are used, a sufficient number of such devices shall be inserted from outside, traverse the assembled constituent parts, protrude inside and there be firmly secured (e.g., riveted, welded, bushed or bolted and swaged or welded on the nut). However, conventional rivets (i.e., rivets whose placing requires handling from both sides of the assembly of constituent parts) may also be inserted from the inside.

Notwithstanding the above, load compartment floors may be secured by means of self-tapping screws, or self-drilling rivets or rivets inserted by means of an explosive charge, when placed from inside and passing at right-angles through the floor and the metallic cross-pieces underneath, on condition, except in the case of self-tapping screws, that some of their ends be flush with the level of the outside part of the cross-piece or be welded on to it.

(iii) The competent authority shall determine what joining devices, and how many of them, must fulfil the requirements laid down; they shall do so by making sure that the constituent parts so assembled cannot be displaced and replaced without leaving obvious traces. The choice and placing of other joining devices are not subject to any restriction.

(iv) Joining devices which can be removed and replaced from one side without leaving obvious traces, i.e., without requiring handling from both sides of the constituent parts to be assembled, shall not be allowed. Examples of such devices are expansion rivets, blind rivets and the like.

(v) The assembly methods described above shall apply to special vehicles, for example to insulated vehicles, refrigerated vehicles and tank-vehicles in so far as they are not incompatible with the technical requirements which such vehicles

/must fulfil

must fulfil having regard to their use. Where, due to technical reasons, it is not practicable to secure parts in the manner described, the constituent parts may be joined by means of the devices mentioned, provided that the devices used on the inner face of the wall are not accessible from the outside.

(vi) Doors and all other closing systems (including stopcocks, manhole-covers, flanges etc.) shall be fitted with a device on which Customs seals can be fixed. This device must be such that it cannot be removed and replaced from the outside without leaving obvious traces, or the door or fastening be opened without breaking the Customs seals. The latter shall be adequately protected. Opening roofs shall be permitted.

The device on which Customs seals can be fixed must:

- Be secured by welding, or by not less than two joining devices; or at least
- Be so designed that when the load compartment has been closed and sealed the device cannot be removed without leaving obvious traces;
- Incorporate holes of not less than 11 mm in diameter or slots of at least 11 mm in length by 3 mm in width; and
- Afford equal security whatever type of seal is used.

(vii) But hinges, strap hinges, hinge-pins and other device for hanging doors and the like must be secured in conformity with the requirements of the foregoing paragraphs. Moreover, the various components of such devices (e.g., hinge-plates, pins or swivels) must be so fitted that they cannot be removed or dismantled when the load compartment is closed and sealed without leaving obvious traces. However, where such a device is not accessible from outside it will suffice if, when the door or other closing system has been closed and sealed, it cannot be detached from the hinge or similar device without leaving obvious traces. Where a door or closure-device has more than two hinges, only those two hinges nearest to the extremities of the door need to be fixed.

(viii) Exceptionally, in the case of vehicles having insulated load compartments, the Customs sealing device, the hinges and any fittings, the removal of which would give access to the interior of the load compartment or to spaces in which goods could be concealed, may be fixed to the doors of such load compartments by means of set bolts or set screws which are inserted from the outside, on condition that:

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- The tails of the set bolts or set screws are fixed into a tapping plate or similar device fitted behind the outer layer or layers of the door structure; and
- The heads of the appropriate number of set bolts or set screws are so welded to the Customs sealing device, hinges, etc., that the set bolts or set screws cannot be removed without leaving visible signs of tampering. See sketch No. 6 in annex 8 of the present manual.

(ix) Vehicles comprising a large number of such closures as valves, stopcocks, manhole covers, flanges and the like must be designed so as to keep the number of Customs seals to a minimum. To this end, neighbouring closures must be interconnected by a common device requiring only one Customs seal, or must be provided with a cover meeting the same purpose.

(x) Vehicles with opening roofs must be constructed in such a manner as to permit sealing with a minimum number of Customs seals.

(xi) Apertures for ventilation and drainage shall be provided with a device preventing access to the interior of the load compartment. This device must be such that it cannot be removed and replaced from the outside without leaving obvious traces. Thus, ventilation apertures must have the following characteristics:

- Their greatest dimension must, in principle, not exceed 400 mm.
- Apertures permitting direct access to the load compartment, must be obstructed by means of wire gauze or perforated metal screens (maximum dimension of holes: 3 mm in both cases) and protected by welded metal lattice work (maximum dimension of holes: 10 mm).
- Apertures not permitting direct access to the load compartment (e.g., because of elbow or baffle-plate systems) must be provided with the same devices, in which, however, the dimensions of the holes may be as much as 10 mm and 20 mm, respectively.
- Where openings are made in sheets, the devices referred to must in principle be prescribed. However, blocking devices in the form of a perforated metal screen fitted outside, and wire or other gauze fitted inside, will be allowed.

/- Identical

- Identical non-metal devices may be allowed provided that the holes are of the requisite dimensions and the material used is strong enough to prevent the holes from being substantially enlarged without visible damage. In addition, it must be impossible to replace the ventilation device by working from one side of the sheet only.

Drainage apertures must have the following characteristics:

- Their greatest dimension must, in principle, not exceed 35 mm.
- Apertures permitting direct access to the load compartment must be provided with the devices described in the second paragraph on ventilation apertures.
- When drainage apertures do not permit direct access to the load compartment, the devices referred to in the foregoing paragraph will not be prescribed, on condition that the apertures are provided with a reliable baffle system readily accessible from inside the load compartment.

(xii) Notwithstanding the provisions for ventilation and drainage apertures, constituent parts of the load compartment which, for practical reasons, have to include empty spaces (for example, between the partitions of a double wall) shall be permitted. In order that the said spaces cannot be used to conceal goods:

- Where it covers the full height from floor to roof, or, in other cases, where the space between it and the outer wall is completely enclosed, the lining inside the load compartment shall be so fitted that it cannot be removed and replaced without leaving obvious traces.
- Where a lining is of less than full height and the spaces between the lining and the outer wall are not completely enclosed, and in all other cases where spaces occur in the construction of a load compartment, the number of such spaces shall be kept to a minimum and these spaces shall be readily accessible for Customs inspection.

(xiii) Windows shall be allowed provided that they are made of materials of sufficient strength and that they cannot be removed and replaced from the outside without leaving obvious traces. Glass shall nevertheless be permitted, but in this case the window shall be fitted with a fixed metal grille which cannot be removed from the outside; the mesh of the grille shall not exceed 10 mm.

/(xiv) Openings

(xiv) Openings made in the floor for technical purposes, such as lubrication, maintenance and filling of the sand-box, shall be allowed only on condition that they are fitted with a cover capable of being fixed in such a way as to render the load compartment inaccessible from the outside.

(c) Sheeted vehicles

Sheeted vehicles must meet the conditions indicated in the foregoing sections (a) and (b) in so far as they are applicable and shall also conform to the provisions of the present section, as illustrated in sketch No. 8 of annex 8 of this manual.

(i) The sheet shall be either of strong canvas or of plastic-covered or rubberized cloth, which shall be of sufficient strength and unstretchable. It shall be in good condition and made up in such a way that once the closing device has been secured, it is impossible to gain access to the load compartment without leaving obvious traces.

(ii) If the sheet is made up of several pieces, their edges shall be folded into one another and sewn together with two seams at least 15 mm apart. These seams shall be made as shown in sketch No. 1 in annex 8 of this manual; however, where in the case of certain parts of the sheet (such as flaps and reinforced corners) it is not possible to assemble the pieces in that way, it shall be sufficient to fold the edge of the top section and make the seams as shown in sketches Nos. 2 or 2 (a) in annex 8 of this manual. One of the seams shall be visible only from the inside and the colour of the thread used for that seam shall be clearly different from the colour of the sheet itself and from the colour of the thread used for the other seam. All seams shall be machine-sewn. The several pieces constituting one sheet may be made of different materials, any arrangement of the pieces which adequately guarantees security will be allowed in making up the sheet.

(iii) If the sheet is of plastic-covered cloth, and is made up of several pieces, the pieces may alternatively be welded together in the manner shown in sketch No. 3 in annex 8 of this manual. The edges of the pieces shall overlap by at least 15 mm. The pieces shall be fused together over the whole width of the /overlap. The

overlap. The edge of the outer sheet shall be covered with a band of plastic material at least 7 mm wide, affixed by the same welding process. The plastic band and the sheet on each side of it for a width of at least 3 mm shall have a clearly-defined uniform relief pattern stamped on them. The pieces shall be welded in such a way that they cannot be separated and rejoined without leaving obvious traces.

(iv) Repairs shall be made in accordance with the method described in sketch No. 4 in annex 8 of this manual; the edges shall be folded into one another and sewn together with two visible seams at least 15 mm apart; the colour of the thread visible from the inside shall be different from that of the thread visible from the outside and from that of the sheet itself; all seams shall be machine-sewn. When a sheet which has been damaged near the edges is repaired by replacing the damaged part by a patch, the seam can also be made in accordance with the instructions given for a sheet made up of several pieces and with sketch No. 1 in annex 8 of this manual. Sheets of plastic-covered cloth may alternatively be repaired in accordance with the method described in the foregoing paragraph, but in that case the plastic band must be affixed to both sides of the sheet, the patch being fitted on the inside of the sheet.

The sheet shall be fixed to the vehicle in strict compliance with the conditions set forth in section (a).

(v) Metal securing rings sliding on metal bars fixed to the vehicles are acceptable for the purpose of this paragraph (see sketch No. 7 in annex 8 of this manual), provided that:

- The bars are affixed to the vehicle at maximum spacings of 60 cm and in such a manner that they cannot be removed and replaced without leaving obvious traces;
- The rings are made with a double loop or equipped with a central bar and made in one piece without the use of welding; and
- The sheet is fixed to the vehicle in strict compliance with the conditions set forth in section (a).

(vi) The fastening shall consist of:

- Metal rings fixed to the vehicle;
- Eyelets let into the edge of the sheet;
- A fastening passing through the rings above the sheet and visible from the outside for its entire length.

/(vii) The

(vii) The sheet shall overlap solid parts of the vehicle by at least 250 mm, measured from the centre of the securing rings, unless the system of construction of the vehicle in itself prevents all access to the load compartment.

(viii) When any edge of a sheet is to be permanently secured to a vehicle, the joint shall be continuous and effected by means of solid devices. Where one or more edges of a sheet are permanently attached to the body of the vehicle, the sheet shall be held in place by one strip of metal or other suitable material secured to the body of the vehicle by joining devices which display the characteristics indicated.

(ix) The sheet shall be supported by an adequate superstructure (uprights, sides, arches, slats, etc.).

(x) The spaces between the rings and the spaces between the eyelets shall not exceed 200 mm. The eyelets shall be reinforced.

(xi) The following fastenings shall be used:

- Steel wire ropes of at least 3 mm in diameter; or
- Ropes of hemp or sisal of at least 8 mm in diameter encased in a transparent sheath of unstretchable plastic. Wire ropes may have a transparent sheath of unstretchable plastic.

(xii) Ropes comprising a textile core surrounded by six strands consisting solely of steel wire and completely covering the core shall be allowed on condition that the ropes (without taking into account the transparent plastic sheath, if any) are not less than 3 mm in diameter.

(xiii) Each rope shall be in one piece and have a hard metal end-piece at each end. The fastener of each metal end-piece shall include a hollow rivet passing through the rope so as to allow the introduction of the thread or strap of the Customs seal. The rope shall remain visible on either side of the hollow rivet so that it is possible to ensure that the rope is in one piece (see sketch No. 5 in annex 8 of this manual).

(xiv) At the openings in the sheet used for loading and unloading, the two edges of the sheet shall have an adequate overlap. They shall also be fastened by:

- A flap sewn or welded. The sheets of many vehicles are provided on the outside with a horizontal flap pierced by eyelets running along the length of the side of the vehicle. Such flaps, known as tensioning flaps, are used to tauten the sheet by means of tensioning cords or similar devices. They have sometimes been used, however, to conceal horizontal slits made in the sheets giving improper access to the goods carried in the vehicle. It is therefore recommended that the use of flaps of this type should not be allowed. The following devices may be used instead:
  - Tensioning flaps of similar design fixed on the inside of the sheet, or
  - Small individual flaps each pierced by one eyelet secured to the outside surface of the sheet and spaced at such distances as will permit an adequate tensioning of the sheet. In certain cases it may be possible to avoid the use of tensioning flaps altogether.
- Rings and eyelets meeting the conditions already described.
- A thong made of appropriate material, in one piece and unstretchable, at least 20 mm wide and 3 mm thick, passing through the rings and holding together the two edges of the sheet and the flap; the thong shall be secured inside the sheet and fitted with an eyelet to take the rope. A flap shall not be required if a special device, such as a baffle plate is fitted, which prevents access to the load compartment without leaving obvious traces. The following materials are regarded as suitable for making thongs:
  - Leather;
  - Unstretchable textile materials, including plastic-covered or rubberized cloth, provided that such materials cannot after severance be welded or reconstituted without leaving obvious traces. Furthermore, the plastic material used to cover thongs shall be transparent and smooth-surfaced.

B. PROCEDURES FOR APPROVAL OF CONTAINERS  
(Annex 7 of the Convention, part II)

Containers may be approved for the transport of goods under Customs seal either:

- At the manufacturing stage, by design type (procedure for approval at the manufacturing stage); or

/- At

- At a stage subsequent to manufacture, either individually or in respect of a specified number of containers of the same type (procedure for approval at a stage subsequent to manufacture).

The competent authority responsible for granting approval shall issue to the applicant, after approval, a certificate of approval valid, as the case may be, either for an unlimited series of containers of the approved type or for a specified number of containers.

The beneficiary of approval shall affix an approval plate to the approved container or containers before their use for the transport of goods under Customs seal.

The approval plate shall be affixed permanently and in a clearly visible place adjacent to any other approval plate issued for official purposes.

The approval plate, conforming to the model reproduced in annex 9 of this manual, shall take the form of a metal plate measuring not less than 20 cm by 10 cm. The following particulars shall be stamped into or embossed on the plate or indicated on its surface in any other permanent and legible way, in at least the English or the French language:

- The words "Approved for transport under Customs seal":
- An indication of the country in which approval was granted either by name or by means of the distinguishing sign used to indicate the country of registration of motor vehicles in international road traffic, and the number (figures, letters, etc.) of the certificate of approval and the year (e.g., "NL/26/73" means "Netherlands, certificate of approval No. 26, issued in 1973").
- The serial number assigned to the container by the manufacturer (manufacturer's number).
- If the container has been approved by type, the identification numbers or letters of the type of container.

If two sheeted containers, approved for transport under Customs seal, have been joined together in such a way that they form one container, covered by a single sheet and fulfilling the conditions for transport under Customs seal, a separate certificate of approval, or approval plate, shall not be required for the combination.

/If a

If a container no longer complies with the technical conditions prescribed for its approval, it shall, before it can be used for the transport of goods under Customs seal, be restored to the condition which had justified its approval, so as to comply again with the said technical conditions.

If the essential characteristics of a container are changed, the container shall cease to be covered by the approval and shall be reapproved by the competent authority before it can be used for the transport of goods under Customs seal.

1. Approval by design type

Where the containers are manufactured by type series, the manufacturer may apply to the competent authority of the country of manufacture for approval by design type.

The manufacturer shall state in his application the identification numbers or letters which he assigns to the type of container to which his application for approval relates.

The application shall be accompanied by drawings and a detailed design specification of the container type to be approved.

The manufacturer shall give an undertaking in writing that he will:

- Produce to the competent authority such containers of the type concerned as that authority may wish to examine.
- Permit the competent authority to examine further units at any time during the production of the type series concerned.
- Advise the competent authority of any change, of whatever magnitude, in the design or specification before proceeding with such change.
- Mark the containers in a visible place with, in addition to the markings required on the approval plate, the identification numbers or letters of the design type and the serial number of the container in the type series (manufacturer's number).
- Keep a record of containers manufactured to the approved design type.

The competent authority shall state what changes, if any, must be made to the proposed design type so that approval may be granted.

/No type-approval



No type-approval by design type shall be granted unless the competent authority has satisfied itself by examination of one or more containers manufactured to the design type concerned that containers of that type comply with the technical conditions prescribed.

When a container type is approved there shall be issued to the applicant a single certificate of approval conforming to the model reproduced in annex 10 of this manual and valid for all containers manufactured in conformity with the specifications of the type so approved. Such certificate shall entitle the manufacturer to affix an approval plate to every container of the type series.

### 2. Individual approval

If approval has not been applied for at the manufacturing stage, the owner, the operator, or the representative of either, may apply for approval to the competent authority to which he is able to produce the container or containers for which he seeks approval.

Any application for approval shall state the serial number (manufacturer's number) placed on each container by the manufacturer.

When the competent authority has ascertained that the container or containers comply with the technical conditions prescribed, by examination of as many containers as it considers necessary, it shall issue a certificate of approval conforming to the model reproduced and valid solely for the number of containers approved. Such certificate, which shall bear the manufacturer's serial number or numbers assigned to the container or containers to which it relates, shall entitle the applicant to affix the approval plate to each container so approved.

A model approval plate is presented in annex 9 of this manual, in both the English and the French languages.

### 3. Certificate of approval for containers

Annex 10 of the present manual comprises facsimiles of the certificate of approval by design type and of a certificate of approval granted at a stage subsequent to manufacture.

### /4. Technical

4. Technical conditions applicable to containers  
(Annex 7, part I)

(a) Basic principles

Approval for the international transport of goods under Customs seal may be granted only to containers constructed and equipped in such a manner that:

(i) No goods can be removed from, or introduced into, the sealed part of the container without leaving visible traces of tampering or without breaking the Customs seal;

(ii) Customs seals can be simply and effectively affixed to them;

(iii) They contain no concealed spaces where goods may be hidden;

(iv) All spaces capable of holding goods are readily accessible for Customs inspection.

(b) Structure of containers

To meet requirements, containers must display the following characteristics:

(i) The constituent parts of the container (sides, floor, doors, roof, uprights, frames, cross-pieces, etc.) shall be assembled either by means of devices which cannot be removed and replaced from the outside without leaving visible traces or by such methods as will produce a structure which cannot be modified without leaving visible traces. When the sides, floor, doors and roof are made up of various components, these shall meet the same requirements and be of sufficient strength.

(ii) Doors and all other closing systems (including stopcocks, manhole-covers, flanges, etc.) shall be fitted with a device on which Customs seals can be fixed. This device must be such that it cannot be removed and replaced from outside the container without leaving visible traces, or the door or fastening be opened without breaking the Customs seals. The latter shall be adequately protected. Opening roofs shall be permitted.

(iii) Apertures for ventilation and drainage shall be provided with a device preventing access to the interior of the container. This device must be such that it cannot be removed and replaced from outside the container without leaving visible traces. Constituent parts of the container which, for practical reasons, have to include empty spaces (for example, between the partitions of a double wall) shall be permitted. In order that the said spaces cannot be used to conceal goods:

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- It shall not be possible to remove and replace the lining inside the container without leaving visible traces; or
- The number of the said spaces shall be kept to a minimum and these spaces shall be readily accessible for Customs inspection.

(c) Containers capable of being folded or dismantled

Containers capable of being folded or dismantled shall be fitted with a holding system which locks the various parts together once the container has been erected. This bolting system must be capable of being sealed by the Customs if it is on the outside of the container when the latter has been erected.

(d) Sheeted containers

Sheeted containers shall fulfil the conditions previously stipulated, in so far as they are applicable. In addition, these containers shall conform to the provisions of this section.

(i) The sheet shall be either of strong canvas or of plastic-covered or rubberized cloth, which shall be of sufficient strength and unstretchable. It shall be in good condition and made up in such a way that once the closing device has been secured, it is impossible to gain access to the load without leaving visible traces.

(ii) If the sheet is made up of several pieces, their edges shall be folded into one another and sewn together with two seams at least 15 mm apart. These seams shall be made as shown in sketch No. 1 in annex 8 of this manual; however, where in the case of certain parts of the sheet (such as flaps at the rear and reinforced corners) it is not possible to assemble the pieces in that way, it shall be sufficient to fold the edge of the top section and make the seams as shown in sketch No. 2 in annex 8 of this manual. One of the seams shall be visible only from the inside and the colour of the thread used for that seam shall be clearly different from the colour of the sheet itself and from the colour of the thread used for the other seam. All seams shall be machine-sewn.

(iii) If the sheet is of plastic-covered cloth, and is made up of several pieces, the pieces may alternatively be welded together in the manner shown in sketch No. 3 in annex 8 of this manual. The edges of the pieces shall overlap by at least 15 mm. The pieces shall be fused together over the whole width of the overlap. The edge of the outer sheet shall be covered with a band of plastic

/material at

material at least 7 mm wide, affixed by the same welding process. The plastic band and a width of at least 3 mm on each side shall have a well-marked uniform relief stamped on it. The pieces shall be welded in such a way that they cannot be separated and rejoined without leaving visible traces.

(iv) Repairs shall be made in accordance with the method described in sketch No. 4 in annex 8 of this manual; the edges shall be folded into one another and sewn together with two visible seams at least 15 mm apart; the colour of the thread visible from the inside shall be different from that of the thread visible from the outside and from that of the sheet itself; all seams shall be machine-sewn. When a sheet which has been damaged near the edges is repaired by replacing the damaged part by a patch, the seam can also be made in accordance with the provisions applicable to sheets made up of several pieces and with sketch No. 1 in annex 8 of this manual. Sheets of plastic-covered cloth may alternatively be repaired in accordance with the method described, but in that case the weld must be made on both sides of the sheet, the patch being fitted on the inside of the sheet.

(v) The sheet shall be fixed to the container in strict compliance with the conditions set forth in points (i) and (ii) of section (a), "Basic principles". The following types of fastening shall be provided:

- Metal rings fixed to the container;
- Eyelets in the edge of the sheet;
- A fastening passing through the ring above the sheet and visible from the outside for its entire length.

(vi) Sketch No. 10 in annex 8 of this manual reproduces a model device for affixing sheets around containers' corner-castings, acceptable to the Customs authorities.

(vii) The sheet shall overlap solid parts of the container by at least 250 mm, measured from the centre of the securing rings, unless the system of construction of the container by itself prevents all access to the goods.

(viii) When the edge of a sheet is to be permanently secured to a container, the joint shall be continuous and effected by means of solid devices.

(ix) The interval between rings and between eyelets shall not exceed 200 mm. The eyelet shall be reinforced.

/(x) The

(x) The following fastenings shall be used:

- Steel wire rope of at least 3 mm in diameter; or
- A rope of hemp or sisal of at least 8 mm in diameter encased in a transparent unstretchable plastic sheath. Wire ropes may have a transparent unstretchable plastic sheath.

(xi) Each rope shall be in one piece and have a hard metal end-piece at each end. The fastener of each metal end-piece shall include a hollow rivet passing through the rope so as to allow the introduction of the thread or the strap of the Customs seal. The rope shall remain visible on either side of the hollow rivet so that it is possible to ensure that the rope is in one piece (see sketch No. 5 in annex 8 of this manual).

(xii) At the openings in the sheet used for loading and unloading the two edges of the sheet shall have an adequate overlap. They shall also be fastened by:

- A flap sewn or welded in accordance with paragraphs 3 and 4 of this article;
- Rings and eyelets meeting the conditions of paragraph 7 of this article; and
- A thong made of appropriate material, in one piece and unstretchable, at least 20 mm wide and 3 mm thick, passing through the rings and holding together the two edges of the sheet and the flap; the thong shall be secured inside the sheet and fitted with an eyelet to take the rope mentioned. A flap shall not be required if a special device, such as a baffle plate, is fitted, which prevents access to the goods without leaving visible traces.

(xiii) The marks which must appear on the container shall in no circumstances be covered by the sheet.

/III. THE

### III. THE NATIONAL GUARANTEEING ASSOCIATION AND CARRIERS

#### A. PROVISION OF THE TIR CARNET

Carriers shall submit a request to their national guaranteeing association for every TIR carnet they need. In annex 11 of this manual a facsimile of the TIR carnet is presented. The association shall issue TIR carnet only to those applicants of whom it has previously approved and who are signatory parties to the Declaration of Engagement.

The guaranteeing association shall fix the period of validity of the TIR carnet by specifying a final date of validity after which the carnet may not be presented for acceptance at the Customs office of departure. This period may not, however, be longer than three months, and may be reduced by an IRU decision. Exceptionally, the association may grant a single extension for one month, if sound grounds are recognized to exist (ART.9.1).

Provided that it has been accepted by the Customs office of departure on or before the final date of validity, the carnet shall remain valid until the termination of the TIR operation at the Customs office of destination (ART.9.2).

A carrier may request from the national guaranteeing association of the foreign country in which he is operating the TIR carnets essential for his return journey, if (1) the carrier is the holder of a TIR carnet valid for the outward journey and issued in his name, for the vehicle concerned, by his national association, (2) and he is able to support his claim that he could not foresee, at the start of his outward journey, the number of TIR carnets he would need for his return journey. This right is withdrawn if the applicant's national association raises objections to the issue of such carnets.

Whenever possible, the association thus approached shall get into touch with the national association of the applicant with a view to ascertaining whether the latter is empowered to effect transport operations under cover of the TIR procedure.

The maximum period of validity of a TIR carnet issued in these conditions shall not exceed 30 days.

/The association

The association shall suspend, temporarily or permanently, the issue of TIR carnets to a holder who has made improper or fraudulent use thereof.

A TIR carnet shall be issued for every road transport vehicle or container. However, a single TIR carnet may be made out in respect of a combination of vehicles or for several containers loaded on a single vehicle or on a combination of vehicles. In that case, the TIR manifest of the goods covered by the TIR carnet shall list separately the contents of each vehicle in the combination of vehicles or of each container.

The TIR carnet shall be valid for one journey only. It shall contain at least the number of detachable vouchers for Customs acceptance and discharge which are necessary for the transport operation in question.

#### B. FORMAT AND USE OF THE TIR CARNET

The first page of the TIR carnet, which is yellow in colour and thicker than the rest, serves at the same time as the cover page of the carnet.

On issuing a TIR carnet, the association shall fill in (adding its signature and stamp) lines 1, 2, 3 and 4 of the cover page of the 1975 TIR carnet. The rest of the page shall be filled in by the holder of the carnet.

On the back of the cover page the rules regarding the use of the TIR carnet are summarized. They are divided into the following three sections:

1. General provisions;
2. How to fill in the TIR carnet, and
3. Incidents or accidents.

In addition to the yellow cover page, the carnet also contains a thin yellow page, across the left-hand margin of which the following legend is printed: "This form is not to be used by Customs control authorities". Furthermore, immediately after the counterfoil section, appear in five languages the words: "Do not detach. This page is to be filled in and kept attached to the carnet".

Then follow six or 14 sets of pages (according to whether the carnet is intended for transport between neighbouring or non-adjacent countries), each of which consists of two pages, one white and one green. The Customs authorities

/remove the

remove the white page on arrival of the vehicle or container in a country or, in the case of the country of departure, when the goods are placed under Customs control; the corresponding green page is removed when the vehicle or container leaves the country or, in the case of the destination country, when the goods reach their destination. The use of two vouchers enables the Customs authorities of each country to control TIR operations effected in their territory by matching up the pair of vouchers and checking that they have been unconditionally discharged.

Next come three pink pages, to be used exclusively at Customs offices of destination, of which there may be up to three, located in no more than two countries.

There is also a yellow page headed "Certified report", used for recording the details of any incidents or accidents that may occur during a TIR operation.

Lastly, there is a yellow page of the same type as the front cover that serves as back cover and that contains the "Rules for the use of the TIR carnet", printed in English. These appear in Spanish on the back of the front cover page.

Thus, in summary, the yellow pages will always remain in the carnet and will ultimately be kept on file at the headquarters of the international guaranteeing association (IRU). The first white page will be retained in the Customs office of departure. The green and white pages will be kept, respectively, at the Customs offices of entry and exit en route. And the last green page and the three pink pages will be used at the Customs office or offices of destination.

The TIR carnet should be filled out by typewriter, if possible, in accordance with the rules laid down on the back of the cover page of the carnet. One TIR carnet shall be used for each vehicle (or combination of vehicles) or container and for each transport journey.

#### C. CONTROL OF THE TIR CARNET

The holder of the TIR carnet shall immediately return every used and duly discharged TIR carnet to the issuing association and, similarly, shall return any unused TIR carnet when its period of validity expires.

/The association



The association shall take all steps required to ensure that the time-limits which it has set for the return of TIR carnets and which are incorporated in the declaration of engagement signed by the carrier are duly complied with. In the event of failure to adhere to these limits, the association shall take any measures necessary and, in particular, shall issue, within 45 days following the carnets' expiry dates, a warning to the carrier at fault, granting it a further maximum period of 30 days in which to return the carnets. When this second time-limit has expired, and in default of justifications it regards as valid, the association may withhold further issues of TIR carnets to the carrier concerned until such time as the latter shall have returned the carnets in dispute.

The association shall verify that the used TIR carnet has been duly discharged by all the Customs authorities involved in the transport operation; otherwise, it shall request the holder of the carnet to obtain its discharge at the earliest possible moment.

#### IV. THE CUSTOMS AUTHORITIES, THE NATIONAL GUARANTEEING ASSOCIATION AND THE CARRIERS

##### A. PROVISIONS RELATING TO THE TRANSPORT OF HEAVY OR BULKY GOODS

The term "heavy or bulky goods" means any heavy or bulky object which because of its weight, size or nature is not normally carried in a closed road vehicle or closed container (ART.1.k).

All the provisions of this Convention, save those to which the special provisions of this section make an exception, shall apply to the transport of heavy or bulky goods under the TIR procedure (ART.30).

The provisions of this section shall apply only if, in the opinion of the authorities at the Customs office of departure, the heavy or bulky goods carried and any accessories carried with them can be easily identified by reference to the description given, or can be provided with Customs seals and/or identifying marks so as to prevent any substitution, or removal of the goods, without its being obvious (ART.29.3).

/It is

It is the responsibility of the Customs office of departure to make sure that the conditions laid down in article 29 of the Convention for this type of transport operation are met. Customs offices of other Contracting Parties shall accept the decision of the Customs office of departure unless in their opinion it is clearly in conflict with the provisions of the article in question. (Explanatory note for ART.29 in annex 6.)

Where the provisions of this section apply, heavy or bulky goods may, if the authorities at the Customs office of departure so decide, be carried by means of non-sealed vehicles or containers (ART.29.2).

No certificate of approval is required for road vehicles or containers transporting heavy or bulky goods. (Explanatory note for ART.29 in annex 6.)

The liability of the guaranteeing association shall cover not only the goods enumerated in the TIR carnet, but also any goods which, though not enumerated in the carnet, are on the load platform or among the goods enumerated in the TIR carnet (ART.31).

The cover and all vouchers of the TIR carnet shall bear the endorsement "heavy or bulky goods" in bold letters in English or in French (ART.32).

The authorities at the Customs office of departure may require such packing lists, photographs, drawings, etc., as are necessary for the identification of the goods carried to be appended to the TIR carnet. In this case they shall endorse these documents, one copy of the said documents shall be attached to the inside of the cover page of the TIR carnet, and all the manifests of the TIR carnet shall include a reference to such documents (ART.33).

The authorities at the Customs offices en route of each of the Contracting Parties shall accept the Customs seals and/or identifying marks affixed by the competent authorities of other Contracting Parties. They may, however, affix additional seals and/or identifying marks; they shall record particulars of the new seals and/or identifying marks on the vouchers of the TIR carnet used in their country, on the corresponding counterfoils and on the vouchers remaining in the TIR carnet (ART.34).

/If Customs

If Customs authorities conducting an examination of the load at a Customs office en route or in the course of the journey are obliged to break seals and/or remove identifying marks, they shall record the new seals and/or identifying marks on the vouchers of the TIR carnet used in their country, on the corresponding counterfoils and on the vouchers remaining in the TIR carnet (ART.35).

B. IN CASE OF IRREGULARITY OR DOUBT

The national guaranteeing association shall undertake to pay the import or export duties and taxes, together with any default interest, due under the Customs laws and regulations of the country in which an irregularity has been noted in connexion with a TIR operation. It shall be liable, jointly and severally with the persons from whom the sums mentioned above are due, for payment of such sums.

In cases where the laws and regulations of a Contracting Party do not provide for payment of import or export duties and taxes as provided for in the foregoing paragraph, the national guaranteeing association shall undertake to pay, under the same conditions, a sum equal to the amount of the import or export duties and taxes and any default interest (ART.8.2).

Each Contracting Party shall determine the maximum sum per TIR carnet, which may be claimed from the guaranteeing association (ART.8.3).

Customs authorities are recommended to limit to a sum equal to US\$ 50 000 per TIR carnet the maximum amount which may be claimed from the guaranteeing association. (Explanatory note for ART.8 in annex 6.)

The liability of the guaranteeing association to the authorities of the country where the Customs office of departure is situated shall commence at the time when the TIR carnet is accepted by the Customs office. In the succeeding countries through which goods are transported under the TIR procedure, this liability shall commence at the time when the goods are imported or, where the TIR operation has been suspended, at the time when the TIR carnet is accepted by the Customs office where the TIR operation is resumed (ART.8.4).

/The liability

The liability of the guaranteeing association shall cover not only the goods which are enumerated in the TIR carnet but also any goods which, though not enumerated therein, may be contained in the sealed section of the road vehicle or in the sealed container. It shall not extend to any other goods (ART.8.5).

For the purpose of determining the duties and taxes mentioned in the foregoing paragraphs, the particulars of the goods as entered in the TIR carnet shall, in the absence of evidence to the contrary, be assumed to be correct (ART.8.6).

In the absence in the TIR carnet of particulars detailed enough to enable charges on the goods to be determined, the parties concerned may produce evidence of their precise nature. (Explanatory note for ART.8 in annex 6.)

If no evidence is furnished, duties and taxes will be charged, not at a flat rate unrelated to the nature of the goods, but at the highest rate applicable to the kind of goods covered by the particulars in the TIR carnet. (Explanatory note for ART.8 in annex 6.)

When payment of sums mentioned in the foregoing paragraphs becomes due, the competent authorities shall so far as possible require payment from the person or persons directly liable before making a claim against the guaranteeing association (ART.8.7).

The TIR carnet may be discharged unconditionally or conditionally; where discharge is conditional this shall be on account of facts connected with the TIR operation itself. These facts shall be clearly indicated in the TIR carnet (ART.10.1).

When the Customs authorities of a country have discharged a TIR carnet unconditionally they can no longer claim from the guaranteeing association payment of import or export duties and taxes plus any default interest due, unless the certificate of discharge was obtained in an improper or fraudulent manner (ART.10.2).

The certificate of discharge of the TIR carnet shall be regarded as having been obtained in an improper or fraudulent manner when the TIR operation has been carried out by means of load compartments or containers adapted for fraudulent purposes, or when such malpractices as the use of false or inaccurate documents, the substitution of goods, tampering with Customs seals, etc., have been discovered, or when the certificate has been obtained by other illicit means. (Explanatory note for ART.10 in annex 6.)

/Where a

Where a TIR carnet has not been discharged or has been discharged conditionally, the competent authorities shall not have the right to claim payment of the sums mentioned in the TIR convention from the guaranteeing association unless, within a period of one year from the date of acceptance of the TIR carnet by those authorities, they have notified the association in writing of the non-discharge or conditional discharge. The same provision shall apply where the certificate of discharge was obtained in an improper or fraudulent manner, save that the period shall be two years (ART.11.1).

In deciding whether or not to release the goods or vehicle, Customs authorities should not, when they have other means in law of protecting the interests for which they are responsible, be influenced by the fact that the guaranteeing association is liable for the payment of duties, taxes and default interest payable by the holder of the carnet. (Explanatory note for ART.11.1 in annex 6.)

The claim for payment of the sums referred to in the TIR convention shall be made to the guaranteeing association at the earliest three months after the date on which the association was informed that the carnet had not been discharged or had been discharged conditionally or that the certificate of discharge had been obtained in an improper or fraudulent manner and at the latest not more than two years after that date. However, in cases which, during the above-mentioned period of two years, become the subject of legal proceedings, any claim for payment shall be made within one year of the date on which the decision of the court becomes enforceable (ART.11.2).

The guaranteeing association shall have a period of three months, from the date when a claim for payment is made upon it, in which to pay the amounts claimed. The sums paid shall be reimbursed to the association if, within the two years following the date on which the claim for payment was made, it has been established to the satisfaction of the Customs authorities that no irregularity was committed in connexion with the transport operation in question (ART.11.3).

If a guaranteeing association is asked, in accordance with the procedure established, to pay the sums referred to in the TIR Convention and fails to do so within the time-limit of three months prescribed by the Convention, the competent authorities may rely on national regulations in requiring payment

/of the

of the sums in question because what is involved in such cases is a failure to carry out a contract of guarantee entered into by the guaranteeing association under national law. (Explanatory note for ART.11.2 in annex 6.)

Any breach of the provisions of the Convention shall render the offender liable, in the country where the offence was committed, to the penalties prescribed by the law of that country (ART.36).

When it is not possible to establish in which territory an irregularity occurred, it shall be deemed to have been committed in the territory of the Contracting Party where it is detected (ART.37).

Each of the Contracting Parties shall have the right to exclude temporarily or permanently from the operation of this Convention any person guilty of a serious offence against the Customs laws or regulations applicable to the international transport of goods (ART.38.1).

A business enterprise should not be excluded from the TIR system because of offences committed by one of its drivers without the knowledge of the management. (Explanatory note for ART.38.1 in annex 6.)

This exclusion shall be notified immediately to the Customs authorities of the Contracting Party on whose territory the person concerned is established or resident, and also to the guaranteeing association(s) in the country where the offence has been committed (ART.38.2).

Where a Contracting Party has been notified that a person established or resident in its territory has committed an offence on the territory of a foreign country, it need not cease to allow the issue of TIR carnets to that person. (Explanatory note for ART.38.2 in annex 6.)

When TIR operations are accepted as being otherwise in order:

The Contracting Parties shall disregard minor discrepancies in the observance of time-limits or routes prescribed.

Likewise, discrepancies between the particulars on the goods manifest of the TIR carnet and the actual contents of a road vehicle, combination of vehicles or container shall not be considered as infringements of the Convention by the holder of the TIR carnet when evidence is produced to the satisfaction of the competent authorities that these discrepancies were not due to mistakes committed knowingly or through negligence at the time when the goods were loaded or dispatched or when the manifest was made out (ART.39).

/The expression

The expression "mistakes committed through negligence" is to be taken to mean acts which, although not committed deliberately and in full knowledge of the facts, are due to a failure to take reasonable and necessary steps to ensure the accuracy of the facts in any particular case. (Explanatory note for ART.39 in annex 6.)

The Customs administrations of the countries of departure and of destination shall not consider the holder of the TIR carnet responsible for the discrepancies which may be discovered in those countries, when the discrepancies in fact relate to the Customs procedures which preceded or followed a TIR operation and in which the holder was not involved (ART.40).

When it is established to the satisfaction of the Customs authorities that goods specified on the manifest of a TIR carnet have been destroyed or have been irrecoverably lost by accident or force majeure or that they are short by reason of their nature, payment of the duties and taxes normally due shall be waived (ART.41).

On receipt from a Contracting Party of a request giving the relevant reasons, the competent authorities of the Contracting Parties concerned in a TIR operation shall furnish that Contracting Party with all the available information needed for implementation of the provisions of articles 39, 40 and 41 above (ART.42).

#### C. RULES TO BE OBSERVED IN THE EVENT OF INCIDENTS EN ROUTE

The rules that must be observed by drivers of vehicles in the event of incidents or accidents occurring en route appear on the back of the TIR carnet cover page, (see annex 11 of the present manual).

If it is not possible to secure the presence of Customs authorities to take cognizance of the incident or accident and issue the certified report, the driver of the vehicle should resort to other competent authorities of the country, such as highway traffic police or officers from the nearest police station.

Chapter 4

MATTERS RELATING TO THE GENERAL ADMINISTRATION,  
OF THE CONVENTION

I. CONCESSION OF OTHER TRANSIT FACILITIES

Nothing in the TIR Convention shall prevent Contracting Parties which form a Customs or economic union from enacting special provisions in respect of transport operations commencing or terminating in, or passing through, their territories, provided that such provisions do not attenuate the facilities provided for by the Convention (ART.48).

The TIR Convention shall not prevent the application of greater facilities which Contracting Parties grant or may wish to grant either by unilateral provisions or in virtue of bilateral or multilateral agreements provided that such facilities do not impede the application of the provisions of this Convention, and in particular, TIR operations (ART.49).

II. DENUNCIATION OF THE CONVENTION

Any Contracting Party may denounce the Convention by so notifying the Secretary-General of the United Nations (ART.54.1).

Denunciation shall take effect fifteen months after the date of receipt by the Secretary-General of the notification of denunciation (ART.54.2).

The validity of TIR carnets accepted by the Customs office of departure before the date when the denunciation takes effect shall not be affected thereby and the guarantee of the guaranteeing association shall hold good in accordance with the provisions of the Convention (ART.54.3).

III. DISPUTES CONCERNING THE APPLICATION OF THE CONVENTION

Any dispute between two or more Contracting Parties concerning the interpretation or application of the Convention shall, so far as possible, be settled by negotiation between them or other means of settlement (ART.57.1).

/Any dispute



Any dispute between two or more Contracting Parties concerning the interpretation or application of this Convention which cannot be settled by the means indicated in the foregoing paragraph shall, at the request of one of them, be referred to an arbitration tribunal composed as follows: each party to the dispute shall appoint an arbitrator and these arbitrators shall appoint another arbitrator, who shall be chairman. If, three months after receipt of a request, one of the parties has failed to appoint an arbitrator or if the arbitrators have failed to elect the chairman, any of the parties may request the Secretary-General of the United Nations to appoint an arbitrator or the chairman of the arbitration tribunal (ART.57.2).

The decision of the arbitration tribunal established under the provisions of the foregoing paragraph shall be binding on the parties to the dispute (ART.57.3).

The arbitration tribunal shall determine its own rules of procedure (ART.57.4).

Decisions of the arbitration tribunal shall be taken by majority vote (ART.57.5).

Any controversy which may arise between the parties to the dispute as regards the interpretation and execution of the award may be submitted by any of the parties for judgement to the arbitration tribunal which made the award (ART.57.6).

#### IV. PROCEDURES FOR AMENDMENT, TERMINATION AND NOTIFICATIONS OF THE CONVENTION

The TIR Convention, including its annexes, may be amended upon the proposal of a Contracting Party by the procedure specified below (ART.59.1).

Any proposed amendment to this Convention shall be considered in an Administrative Committee composed of all the Contracting Parties in accordance with the rules of procedure established. Any such amendment considered or prepared during the meeting of the Administrative Committee and adopted by it by a two-thirds majority of the members present and voting shall be communicated by the Secretary-General of the United Nations to the Contracting Parties for their acceptance (ART.59.2).

/Except for

Except for amendments to the annexes of the Convention any proposed amendment communicated in accordance with the preceding paragraph shall come into force with respect to all Contracting Parties three months after the expiry of a period of twelve months following the date of communication of the proposed amendment, during which period no objection to the proposed amendment has been communicated to the Secretary-General of the United Nations by a State which is a Contracting Party (ART.59.3).

If an objection to the proposed amendment has been communicated in accordance with the preceding paragraph, the amendment shall be deemed not to have been accepted and shall have no effect whatsoever (ART.59.4).

Any proposed amendment to the annexes of the Convention considered in accordance with the procedure laid down, shall come into force on a date to be determined by the Administrative Committee at the time of its adoption, unless by a prior date determined by the Administrative Committee at the same time, one-fifth or five of the States which are Contracting Parties, whichever number is less, notify the Secretary-General of the United Nations of their objection to the amendment. Determination by the Administrative Committee of the dates referred to in this paragraph shall be by a two-thirds majority of those present and voting (ART.60.1).

On entry into force, any amendment adopted in accordance with the procedures set out in the foregoing paragraph shall for all Contracting Parties replace and supersede any previous provisions to which the amendment refers (ART.60.2).

The Secretary-General of the United Nations shall inform all Contracting Parties of any request, communication or objection relating to the TIR Convention and of the date on which any amendment enters into force (ART.61).

Any State which is a Contracting Party may, by notification to the Secretary-General of the United Nations, request that a conference be convened for the purpose of reviewing the Convention (ART.62.1).

A review conference to which all Contracting Parties shall be invited, shall be convened by the Secretary-General of the United Nations if, within a period of six months following the date of notification by the Secretary-General, not less than one-fourth of the States which are Contracting Parties notify him of their concurrence with the request (ART.62.2).

/A review

A review conference to which all Contracting Parties shall be invited shall also be convened by the Secretary-General of the United Nations upon notification of a request by the Administrative Committee. The Administrative Committee shall make a request if agreed to by a majority of those present and voting in the Committee (ART.62.3).

If a conference is convened in pursuance of the provisions of the three preceding paragraphs the Secretary-General of the United Nations shall so advise all the Contracting Parties and invite them to submit, within a period of three months, the proposals which they wish the conference to consider. The Secretary-General of the United Nations shall circulate to all Contracting Parties the provisional agenda for the conference, together with the texts of such proposals, at least three months before the date on which the conference is to meet (ART.62.4).

If, after the entry into force of the Convention, the number of States which are Contracting Parties is for any period of twelve consecutive months reduced to less than five, the Convention shall cease to have effect from the end of the twelve-month period (ART.55).

In addition to the notification and communication referred to above, the Secretary-General of the United Nations shall notify all the Contracting Parties of the following:

- Signatures, ratification, acceptances, approvals and accessions;
- Denunciations made;
- Termination of the Convention;
- Reservation formulated (ART.63).

The original of the Convention is deposited with the Secretary-General of the United Nations (ART.64).

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**ANNEXES**



Annex 1

MESSAGE FROM THE EXECUTIVE BRANCH TO THE LEGISLATURE REQUESTING  
APPROVAL OF THE TIR CONVENTION \*/

The complete text of the message actually sent by the Executive Branch of the Government of the Eastern Republic of Uruguay to the Legislative Branch, requesting approval of the TIR Convention, is presented below. The message describes in detail the process followed by the Executive Branch in analysing the Convention, and the reasons that justify its adoption.

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\*/ Source: Official Gazette (Diario Oficial) of Uruguay, No. 20794, 1 August 1980.

República Oriental del Uruguay  
Poder Ejecutivo  
Ministry of Transport and Public Works  
Ministry of Foreign Affairs  
Ministry of Economic Affairs and Finance  
Ministry of National Defence

Montevideo, 16 July 1980

Mr. President of the Council of State,

Dr. Hamlet Reyes:

The Executive has the honour to address itself to the Council of State, in conformity with Article 168, subparagraph 20, of the Constitution of the Republic, to request approval of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention), done at Geneva on 14 November 1975.

The transport of goods among the countries of the Southern Cone is an activity of fundamental importance for the development and diversification of their reciprocal trade. At the present time, owing to the lack of harmonization of the procedures and Customs regulations applicable to goods in transit, transport among the countries in question is not carried out efficiently, despite the fact that modern technology has afforded the possibility of mobilizing goods more rapidly and that the countries concerned, particularly Uruguay, have made enormous efforts to modernize their ports and frontier crossing-points and to consolidate international overland connexions and their respective access infrastructures.

In so far as a large number of different requirements for the transit of goods is maintained, the crossing of frontiers will continue to be a complicated operation attended by delays.

It is for this reason that in the Southern Cone countries increasing concern is being felt in respect of the need to simplify and harmonize Customs transit documents and the corresponding control systems.

At the Ninth Meeting of Ministers of Public Works and Transport of the Countries of the Southern Cone (Cochabamba, June 1979), resolution 1.31 (IX) was unanimously adopted, whereby countries were enjoined to study the advisability of acceding to the TIR System established in the 1975 Geneva Convention, and to make every effort to ensure their accession prior to the next Meeting of Ministers.



In compliance with this resolution, a meeting was held at Buenos Aires, Argentina, from 27 to 29 June 1979, which was attended by representatives of seven countries of the region, with the participation of official Customs and transport associations, as well as of representatives of various international organizations and of the private sector.

At this meeting a programme of work was approved for implementation by each country, the provisions of which included the holding of seminars to analyse the TIR Convention and the conditions in which it could be applied.

During the month of November 1979, the Ministry of Transport and Public Works (MTO) -after consultation with SEPLACODI- organized meetings in which the following national institutions and professional associations participated:

- Secretariat of Planning, Co-ordination and Diffusion,
- Office discharging the function of correspondent in relation to the Meetings of Ministers of Public Works and Transport of the Southern Cone (MTO),
- National Transport Department (MTO),
- State Railways Administration,
- National Ports Administration,
- Ministry of Foreign Affairs,
- National Customs Department,
- State Insurance Bank,
- Tax Department,
- Bank of the Eastern Republic of Uruguay,
- Central Bank of Uruguay,
- Civil Aviation Department,
- Chamber of International Transport of Uruguay (CATIDU),
- Uruguayan Motor Transport Confederation (CUTA),
- Association of Customs Agents.

The meeting on 22 November 1979 was also attended by high-ranking officials of the International Road Transport Union (IRU), the Economic Commission for Latin America (CEPAL), the Latin American Free Trade Association (ALALC) and the Economic Commission for Europe (ECE), all of whom made a special journey to our country in conformity with the programme drawn up at Buenos Aires.

Lastly, in March and April 1980, meetings at the national level continued to be held in MTOP for the purpose of defining the position to be taken up by our country at the Meetings of Ministers of Public Works and Transport of the Southern Cone.

#### I. THE TIR CONVENTION.

The intensive use of road transport in post-war Europe made it plain that traditional Customs controls at frontiers, with the corresponding inspections and administrative formalities, constituted an obstacle to the expeditious and efficacious movement of goods. In face of this situation, in 1949 the United Nations Economic Commission for Europe (ECE) formulated a draft convention intended to permit the simplification and speeding-up of frontier Customs formalities, which came into force as an administrative agreement among a limited number of countries and later became the TIR Convention.

After many years of experience, the ECE, in close collaboration with the International Road Transport Union (IRU) -an organization which administers the system of financial guarantee- prepared the 1975 Convention, in which rules are introduced that are more in keeping with present times, and the TIR System is extended to multimodal transport and is accorded worldwide scope in case non-European States might wish to accede to the Convention. Consequently, the existing 1975 TIR Convention is a United Nations Convention of which the Secretary-General of that organization is the depository.

Obviously, a set of Customs transit regulations such as those laid down in the TIR Convention is only one of the requisites for the international transport of goods. It is a necessary but not a sufficient condition, since other formalities must also be complied with at the national level and in bilateral relations between countries, in order to ensure the efficiency of the operation. Nevertheless, the experience gathered in recent years in the countries that have acceded to the Convention shows that the TIR System is quite often the first stage on the way to greater harmonization and facilitation of international road transport.

Lastly, it should be pointed out that although originally the Convention was applicable almost exclusively to road transport, it has now acquired a more ample dimension in that it has become a General Transit Convention of worldwide significance, which can also be utilized for the carriage of goods by other modes (air, maritime and rail transport), even if only part of the journey is performed by road.

Today the Contracting Parties to the Convention comprise all the European countries, as well as the United States of America, Canada, Japan, Iran, Jordan, Israel and Afghanistan, and several African countries have already expressed their interest in acceding to the Convention.

Under the Convention a vehicle or container provided with the TIR Customs document -a TIR carnet- can, under normal conditions, make the journey from its point of departure to its point of destination without undergoing any control when crossing intermediate frontiers.

The TIR carnets are formulated by the General Secretariat of the IRU in Geneva, which undertakes to distribute them to the national associations that represent it in the countries acceding to the Convention. To obtain a TIR carnet, the carrier must not only possess vehicles or containers which fulfill the conditions laid down in the Convention, but must also belong to a national association authorized to issue carnets and furnish professional and economic guarantees.

The national association stands guarantor, under an agreement with the Customs authorities, for the duties and taxes payable on goods transported under cover of TIR carnets issued by it or by any other member of the international chain of guaranteeing associations.

Similarly, the national guaranteeing association must sign an undertaking with the IRU regulating the reciprocal rights and liabilities implicit in the operation of the TIR system.

Lastly, for the purpose of fully guaranteeing the payment of sums claimed on account of irregularities in a TIR operation, the IRU has negotiated a surety bond with a pool of international insurance companies.

## II. ANALYSIS AT THE NATIONAL LEVEL

At the meetings held here in Uruguay, the various participants from public and private institutions directly or indirectly linked to the transport sector had an opportunity to consult the documents on the TIR system and to exchange opinions as to the possible advantages and drawbacks that would attach to our country's accession to the 1975 Geneva Convention. In addition, during the meeting held on 22 November 1979, international officials answered a long list of questions on regulatory aspects of the Convention and on its applicability to the countries of the Southern Cone. Subsequently, in March and April 1980, after these officials had completed their visits to the seven Southern Cone countries, the representatives of the public and private sector again met in MTOP with the aim of singling out background material which would make it possible to present the government authorities with the bases for adoption of a decision on the question, prior to the Tenth Meeting of Ministers of Public Works and Transport of the Southern Cone. During these last meetings the position that gradually prevailed was favourable to accession to the TIR Convention, and was grounded, in part, on the following basic concepts:

- (i) Transport under cover of the TIR carnet is absolutely voluntary. The transport operation between our own and neighbouring countries -provided it does not entail transit to internal Customs offices- might be advantageously effected in accordance with the traditional régime.
- (ii) The TIR Convention is perfectly reconcilable with the Convention on International Land Transport currently in force among the countries of the Southern Cone. What is more, it complements that Convention in respect of Customs formalities applicable to the carriage of goods in transit, without prejudice to the intervention exercised therein by the national transport authority. This latter can unquestionably continue its inspection and supervision of private enterprises in everything relating to authorization of international road transport and to the approval of the corresponding vehicles.

- (iii) Uruguay is making a considerable effort to adapt its port infrastructure to the increasing use of containers, which are of major significance in transport under the TIR Convention.
- (iv) Since the "Common Rules relating to the Customs Transit Régime" drafted by ALALC are only guidelines recommended to national legislatures for the purposes of preparing Customs transit regulations, they have had a very limited effect on the harmonization of national systems. Furthermore, they do not provide for a system of guarantees whereby the Customs authorities are assured of payment of the import or export duties that may possibly be due in cases of improper or fraudulent entry or exit of goods to or from a country. The implementation of the TIR system will be an indirect way of attaining the objectives pursued by ALALC in respect of the facilitation of transit operations, as a necessary consequence of compliance with the rules which are embodied in the 1975 Geneva Convention and which are binding on the Contracting Parties.
- (v) The Commercial Association of Uruguay and the professional carriers' associations which represent the whole of the private sector addressed themselves formally to the Ministry of Transport and Public Works, stressing the importance which in their opinion attaches to the country's accession to the TIR Convention, basically because of the advantages resulting therefrom in the shape of appreciable flexibilization of Customs clearance of the goods transported and consequent furtherance of their more rapid circulation.
- (vi) The geographical location of our country in relation to its neighbours and the advantages afforded by our port infrastructure, and the overland transport network which serves it in intra-continental traffic to and from the rest of the Southern Cone countries seem to point towards a decision favourable to Uruguay's accession, in consideration of its status as an exporter of services.

(vii) The present situation of transport in Uruguay and of the government services that would participate in the TIR procedure, as well as installed capacity in the private entrepreneurial sector concerned with transport, warrants the assertion that there are no objections to the possible accession of our country to the TIR Convention, on the clear understanding that in such an event measures will have to be adopted to consolidate the material and financial security required in respect of operations under cover of the System.

The first implies preparing to meet the requirements for the approval of transport equipment, as regards both the load compartment of vehicles and containers.

The second will call for the establishment of a national guaranteeing association authorized by the National Customs Department and empowered to act as surety for carriers using the TIR procedure and to enter into agreements with the IRU international insurance consortium.

The result of the analysis of the TIR Convention carried out between June 1975 and the present date has made it possible to take a favourable attitude towards accession to the Convention. This position has the backing of the opinions expressly stated by the institutions that have most actively participated in the relevant discussion, namely:

- Secretariat of Planning, Co-ordination and Diffusion
- Ministry of Transport and Public Works
- Ministry of Foreign Affairs
- National Customs Department
- National Ports Administration
- State Railways Administration
- Tax Department
- Civil Aviation Department
- Commercial Association of Uruguay
- Chamber of International Transport of Uruguay
- Uruguayan Motor Transport Confederation.

For the reasons set forth, the Executive understands the TIR Convention to be a proven tool for facilitating transit -and consequently the international transport of goods- which would not only resolve problems relating to the reciprocal trade of the Southern Cone countries, but would also have the additional advantage of facilitating extra-regional trade, which for the time being is still that of greatest relative importance in our country's trade relations.

The Executive reiterates to the Council of State the assurance of its highest and most distinguished consideration.

/Annex 2

Annex 2

MODEL SURETY BOND FOR THE DIRECTORATE GENERAL OF CUSTOMS \*/

I

In accordance with the provisions of the Customs Convention on the International Transport of Goods under cover of TIR carnets of 15 January 1959 and 14 November 1975, and the agreement concluded on ..... between the Directorate-General of Customs and the ..... Association of ....., the ..... Insurance Company of ..... hereby undertakes to stand surety to the Customs administration ..... up to an amount of ..... per TIR carnet as a joint bond for all claims by the Customs administration on persons who import or export goods or carry them in transit under cover of a TIR carnet issued by the ..... Association or by another member organization of IRU.

II

The liability of the ..... Insurance Company shall extend to the following goods transported under cover of a TIR carnet:

(a) During transport under Customs seal:

All the goods listed on the manifest and all not shown on the manifest but to be found in the part of the vehicle or container placed under Customs seal.

(b) During the transport of weighty or bulky goods in accordance with the appropriate provisions of the aforementioned TIR convention:

All the goods listed on the TIR carnet manifest and all those which, while not shown on this manifest, may be found on the load deck or among the goods listed on the TIR carnet.

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\*/ Source: International Road Transport Union (IRU).



If, on re-export or the taking over of the goods for Customs processing the Customs offices find that goods are missing, such goods shall be assessed at the highest rate applicable to the type of goods covered by the entries on the TIR carnet, unless adequate additional proof can be supplied on their nature.

In each individual case, the liability of the ..... Insurance Company shall commence at the moment when the TIR carnet is taken over by the Customs office. It shall cease in accordance with the conditions laid down by each Convention.

### III

The ..... Insurance Company shall undertake to pay the amounts which the Customs administration is entitled to claim within three months following a demand on the part of the Directorate-General of Customs.

In the cases provided for in Section II, paragraph 2 of the agreement between the ..... Association and the Directorate-General of Customs, the letter shall not require the ..... Insurance Company to pay until the time allowed to the ..... Association has expired without any proof's having been provided of re-export or another Customs process.

### IV

This surety bond may be terminated by either party at any time at three months' notice. Nevertheless, the obligations laid down in this bond shall remain applicable to all Customs clearances made before the expiry of the notice of termination.

The provisions of the ..... Customs legislation relating to Customs bonds and those of the Code of Obligations shall nonetheless apply to the surety bond.

This surety bond shall come into force on .....

Done at ..... on .....

The ..... Insurance Company

Annex 3

MODEL DEED OF ENGAGEMENT BETWEEN THE NATIONAL ASSOCIATION  
ISSUING TIR CARNETS AND THE IRU \*/

concerning the issue of TIR carnets  
of

.....  
(hereinafter referred to as the Association) .....

towards

the International Road Transport Union (hereinafter referred to as IRU), Centre  
International, 3, rue de Varembe, Geneva, Switzerland,

in accordance with the provisions of the

Customs conventions on the international transport of goods under  
cover of TIR carnets (TIR Convention), concluded on  
15 January 1959 and on 14 November 1975.

With a view to ensuring the proper functioning of the TIR carnet system, it is  
agreed as follows:

I

The present Deed of Engagement, which specifies minimal requirements, applies  
to the Associations, members or not of the IRU, that issue and warrant TIR carnets  
whose cover and counterfoils bear the IRU stamp.

II

The Association undertakes to adhere strictly to the instructions governing  
the TIR carnet system laid down by the IRU, to which it will submit its  
implementation procedures for approval.

---

\*/ Source: IRU.

III

The Association undertakes, in particular, to put into practice the following rules:

A. RELATIONSHIP OF THE ASSOCIATION WITH THE IRU

(a) National carriers

1. The Association shall take all necessary measures to ensure that than applicant provides the fullest possible guarantees as to his moral character, his professional competency, and his financial reliability prior to his being allowed to benefit from the use of the TIR carnet. These measures shall be reviewed by the Association as often as it deems necessary, and at least biennially. The procedures for admission to or suspension from the TIR system applied by the Association shall be communicated to the IRU's General Secretariat, which retains the right to require any alteration it considers necessary. If the Association does not agree with the decision, the penalties foreseen in chapter E "SANCTIONS" are applicable.

2. The Association shall issue TIR carnets only to applicants it has previously approved of and who are signatories to the declaration of engagement appended to and forming part of the present Deed of Engagement.

(b) Foreign carriers

1. As an exceptional measure, the Association is authorized to issue to a foreign carrier the TIR carnets essential for his return journey, if (1) the carrier is the holder of an IRU TIR carnet valid for the outward journey and issued in his name, for the vehicle concerned, by his national association, and (2) he is able to support his claim that he could not foresee, at the start of his outward journey, the number of TIR carnets he would need for his return journey. This right is withdrawn if the applicant's national association raises objections to the issue of such carnets.

2. Whenever possible, the Association thus approached shall get into touch with the applicant's national association with a view to ascertaining whether the applicant is authorized to perform transport operations under the TIR system.

3. The maximum period of validity of a TIR carnet issued in these conditions shall not exceed 30 days.

(c) General rules

1. The Association shall notify the IRU and the association issuing the TIR carnet of any difficulty encountered in a foreign country or in the issuing country that may have serious consequences.

2. The Association shall not issue TIR carnets to carriers that have been suspended by the Customs authorities or by the IRU.

3. The Association shall take all steps required to ensure that the time-limits which it has set for the return of TIR carnets and which are incorporated in the declaration of engagement signed by the carrier are duly complied with. In the event of failure to adhere to these limits, the Association shall take any measures necessary and, in particular, shall issue, within 45 days following the carnet's expiry dates, a warning to the carrier at fault, granting it a further maximum period of 30 days in which to return the carnets. When this second time-limit has expired, and in default of justifications it regards it as valid, the Association may withhold further issues of TIR carnets to the carrier concerned until such time as the latter shall have returned the carnets in dispute.

4. The Association shall take all necessary sanctions against the holder of a TIR carnet who has made improper or fraudulent use of the document and, in particular, shall suspend, either temporarily or permanently, all further issues of TIR carnets to that carrier. The Association shall take all measures dictated by circumstances and, in particular, shall either withdraw its approval of or refuse to issue TIR carnets to carriers no longer in a position to provide the same guarantees exacted of them at the time of their admission to the system.

5. The Association shall, in any case, take all the precautionary measures listed above in the event that a carrier becomes involved in bankruptcy or liquidation proceedings or in any other act, whether juridical or not, indicating that the carrier can no longer meet its obligations.

6. The Association shall send to the IRU Secretariat General each month the TIR carnets used during the previous month and duly cleared by the Customs authorities, together with a statement that follows the format of the attached model. The same procedure shall be followed in respect of TIR carnets delivered to holders but not used within their prescribed period of validity.

7. The Association shall inform the IRU Secretariat General by telex or telegramme of any serious accident (loss, theft or accidental destruction of TIR carnets) or infractions of the provisions governing the use of TIR carnets.

8. The Association shall co-operate with the IRU and with other issuing associations to determine precisely the circumstances under which the irregularities or infractions were committed during the use, in its country, of TIR carnets issued by another association, in order to facilitate the settlement of the dispute with the Customs authorities.

9. The Association shall accept all verifications of the IRU regarding the conditions for admission of carriers to the TIR system, and regarding its administrative handling of the TIR carnet procedure.

10. The Association promises to pay the IRU Secretariat General for TIR carnets ordered, upon receipt of the corresponding invoice.

11. The Association shall advise the IRU forthwith of any changes in the amount of the guarantee that may be exacted by the Customs authorities of its country, or in the conditions governing the use of the TIR procedure.

12. The Association shall immediately inform the IRU of claims for payments submitted by the Customs authorities resulting from lawsuits. The IRU guarantees the Association of the payment of the amounts claimed, either directly or through insurance companies.

13. The Association shall notify the IRU of the practical measures taken in application of the above rules.

#### B. RELATIONS OF THE ASSOCIATION WITH THE CARRIER

Relations of the Association with the carrier shall be governed by a declaration of engagement drawn up according to the model attached to the present document, of which it is an integral part.\*/  

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\*/ The model deed of engagement is here included as annex 4 of the manual.

Administrative procedure

1. The Association shall, when issuing a TIR carnet, fill in lines 2, 3, 4 and 12 (signature and stamp) of the 1959 TIR carnet cover, or lines 1, 2, 3 and 4 (signature and stamp) of the 1975 TIR carnet cover.

2. The Association shall fix the duration of validity of the carnets it issues. This period shall, under no circumstances, exceed three months and may be reduced by decision of the IRU.

Exceptionally the Association may grant a single extension of a carnet's validity for a period of one month, if sound grounds exist.

Exceptionally, an issuing association may extend, for a maximum of 20 days, the period of validity of a TIR carnet produced by a carrier residing abroad. The Association shall confirm the decision taken to the carrier's national issuing association, by telex or telegramme.

3. The Association shall provide the TIR carnet holder with the official report forms stipulated in the 1959 or 1975 TIR Convention.

4. The Association shall keep up to date a register of carriers authorized to engage in transport under the TIR system.

5. The Association shall immediately return all undischarged or conditionally discharged TIR carnets to the holder, in order that he may obtain, as quickly as possible, a statement from the Customs authorities proving that the matter has been settled, or the Association itself shall make the necessary arrangements.

6. The Association undertakes to make the necessary representations to the TIR carnet holder found guilty of an infraction in the use of a TIR carnet, with a view to reaching a prompt settlement of the dispute with the Customs authorities. It also undertakes to inform the issuing association at the earliest opportunity regarding the settlement reached.

C. RELATIONS OF THE ASSOCIATION WITH THE CUSTOMS AUTHORITIES

If the Customs authorities contest an IRU TIR carnet used by a foreign holder, the Association shall co-operate in the settlement of the dispute.

#### D. RELATIONS OF THE ASSOCIATION WITH THE INSURANCE COMPANIES CONCERNED

In the event of a dispute, the Association shall lend assistance to the international pool of insurers or to the national insurance company representing the pool in the country concerned, in order to obtain reimbursement of any expenses the pool or company may incur in resolving the dispute between the carrier and the Customs authorities.

#### E. SANCTIONS

1. If the Association fails to abide by the obligations it has undertaken by the terms of the present contract, the IRU may, besides excluding the Association from IRU membership as provided for in Art.8 of the Constitution, take the following actions against it:

- (a) Warning;
- (b) Reprimand;
- (c) Suspension of the right to issue TIR carnets for a specific period;
- (d) Permanent suspension of that right resulting in the termination of the contract.

2. The sanctions referred to under (a) and (b) shall be imposed by the Secretary-General, after having asked the issuing Association for explanations.

The sanctions referred to under (c) and (d) shall be imposed by the Presidency of the IRU upon receipt of a proposal for sanction and a statement of facts from the Secretary-General. The accused Association shall be required to appear before the Presidency by registered letter, to which copies of the proposal and the statement have been attached.

A time-limit of 15 days, effective as from the date it receives the summons, shall be granted to the accused Association in order that it may prepare its case.

3. In case of emergency and in the event that the whole TIR system is imperiled by the doings of the Association, the Secretary-General may give notice to the Association to stop all further issues of TIR carnets for a period not exceeding one month.

In accordance with paragraph 2, the Secretary-General shall immediately lay the matter before the Presidency of the IRU.

4. Should the Association, despite the warning and/or reprimand, fail to abide by the terms of this contract, it may be held liable for the refund, in full or in part, of the financial losses incurred by the IRU through its fault, in so far as such losses are not borne by the insurers.

5. In case of permanent suspension of the right to issue TIR carnets this contract shall be deemed null and void. The Association shall remain liable for TIR carnets if issues to carriers and for TIR carnets used throughout its national territory by foreign carriers prior to the date the permanent suspension became effective. The IRU shall then be entitled to seek another issuing association in the country concerned.

Upon receiving notice of permanent suspension, the undersigned Association shall return all TIR carnets still in its possession, whether used or unused, to the IRU.

Place: ..... Date: .....

Signature and stamp of the Association:

.....



Attachment

MONTHLY TIR CARNET STATEMENT

The statement of TIR carnets used every month by carriers shall be drawn up by the Association and submitted at the beginning of the following month to the IRU Secretariat General.

- Statistics for the month of :
- Issuing Association :
- 1. TIR carnets sold :
  - (a) valid for two countries :
  - (b) valid for several countries :
- 2. TIR carnets used and returned :
  - (a) valid for two countries :
  - (b) valid for several countries :
- 3. TIR carnets not issued and damaged :
  - (a) valid for two countries :
  - (b) valid for several countries :
- 4. TIR carnets issued damaged and unused:
  - (a) valid for two countries :
  - (b) valid for several countries :
- 5. TIR carnets returned to their holders  
because of conditional discharge :

Remarks:

Place: ..... Date: .....

Signature: .....

Annex 4

MODEL AGREEMENT BETWEEN THE DIRECTORATE-GENERAL OF CUSTOMS  
AND THE NATIONAL ROAD TRANSPORT ASSOCIATION \*/

Concerning the application of the Customs Conventions on the International Transport of Goods under Cover of TIR Carnets dated 15 January 1959 and 14 November 1975.

I

1. The ..... Association shall provide the surety of the ..... Insurance Company of ..... for all claims of the Customs administration against persons who import or export goods or carry them in transit under cover of a TIR carnet issued by the ..... Association or another member organization of the IRU.
2. The Directorate-General of Customs shall draw up the text of the surety bond after consulting with the ..... Association.
3. If the surety bond is terminated by the guarantor, the ..... Association shall provide, prior to the date on which such termination takes effect, a new surety bond that shall be valid from the moment of the previous bond. If a new surety bond is not supplied and accepted within the period of notice of termination, the Directorate-General of Customs shall refuse Customs clearance under a TIR carnet if that carnet has been issued by a member organization of the IRU.

II

1. The Directorate-General of Customs shall inform the ..... Association of any irregularities discovered during the transport of goods covered by a TIR carnet and which the Customs administration cannot settle otherwise with the party responsible. The ..... Association shall explain such irregularities, provide the Directorate-General of Customs with any requested information and take any action the latter shall require.

---

\*/ Source: IRU.

2. If the Directorate-General of Customs finds that a TIR carnet has not been discharged within the stipulated time-limit, it shall inform the ..... Association thereof in writing and shall allow the Association a period of three months in which to provide proof of the export or of any other Customs process (Customs clearance on import, new temporary Customs clearance, etc.).

If the ..... Association cannot, within the time-limit allowed, provide satisfactory proof for the subsequent discharge of the contested TIR carnet, the Directorate-General of Customs shall, within three months, claim payment of the sum due from the ..... Insurance Company.

3. The ..... Association shall also undertake to assist the Customs administration of ..... as effectively as possible if an irregularity is discovered after the discharge of a TIR carnet carrying the seal of the IRU.

III

This agreement may be terminated by either party at any time upon three months' notice. The obligations laid down in this agreement shall nevertheless remain applicable to all Customs clearances made before the expiry of the notice of termination. The Directorate-General of Customs reserves the right to suspend Customs clearance under TIR carnets issued by member organizations of the IRU after the expiry of this period of notice.

IV

The present agreement shall enter into force on .....

Done at ..... on .....

The Directorate-General of Customs

The ..... Association

Annex 5

MODEL DEED OF GUARANTEE BY THE NATIONAL ROAD TRANSPORT  
TO THE CUSTOMS DEPARTMENT \*/

I

In conformity with the provisions of the Customs Conventions relating to the international transport of goods under cover of TIR carnet, dated 15 January 1959 and 15 November 1975, and with the agreement signed on ..... between the Customs Department and the ..... Association, the ..... Association assumes liability to the Customs Administration ..... for a sum of up to US\$ 50 000 (or the equivalent in its country's currency) per TIR carnet, as guarantee or surety for all credits granted by the Customs Administration to persons importing, exporting, or carrying goods under cover of a TIR carnet which has been issued by the ..... Association or by any other organization affiliated to the IRU.

II

The liability of the ..... Association extends to the following goods carried under cover of the TIR carnet:

- (a) During transport operations carried out under Customs seals: to all goods which are enumerated in the TIR carnet manifest and also to any goods which, though not enumerated therein, may be contained in the sealed section of the road vehicle or in the sealed container.
- (b) During transport of heavy or bulky goods carried out in accordance with the relevant provisions of the TIR Convention referred to above: to all goods enumerated in the TIR carnet manifest and also to any goods which, though not enumerated in the manifest, are on the load platform or among the goods enumerated in the TIR carnet.

---

\*/ Source: IRU.

If, during the re-export of goods or their acceptance under another customs régime, the Customs authorities should note that goods are missing, duties and taxes shall be charged on these at the highest rate applicable to the kind of goods covered by the particulars of the TIR carnet, unless sufficient additional evidence of their precise nature is produced.

In each special case, the liability of the ..... Association commences at the time when the TIR carnet is accepted by the Customs office. This liability terminates in accordance with the conditions laid down by each Convention.

### III

The ..... Association undertakes to pay, within three months from the date of an embargo issued by the Customs Department, any sums which the Customs Administration is entitled to claim.

In the cases provided for in Chapter II, subparagraph 2, of the Agreement between the ..... Association and the Directorate-General of Customs, the latter shall notify ..... that payment is due only when the time-limit granted to the ..... Association has expired without proof of re-export or any other Customs formality having been produced.

### IV

The present deed of guarantee may be annulled by either party, at any time within a period of three months. The liabilities established in this deed, however, shall continue to be applicable to all Customs clearance operations effected prior to the expiry of the annulment period.

In short, the provisions of the Customs legislation ..... in respect of Customs sureties, as well as those of the Code of Liabilities, are applicable to the guarantee.

This deed of guarantee enters into force on .....

Annex 6

MODEL DECLARATION OF ENGAGEMENT OF THE CARRIER FOR  
ADMISSION TO THE TIR CUSTOMS REGIME \*/

In pursuance of the provisions of the Customs Convention on the International Transport of Goods under Cover of TIR Carnets, concluded on 15 January 1959 and 14 November 1975,

The holder of the TIR carnet hereby undertakes to:

1. Adhere strictly to the provisions of the TIR Customs régime as stipulated, particularly those appearing on the cover page of the TIR carnet, as well as to the directions for use of this document which have been transmitted to him by the issuing association, and to issue the necessary instructions to his employees.
2. Fill in legibly all items in the TIR carnet and not remove the yellow page or the vouchers it contains.
3. Use TIR carnets containing the number of vouchers corresponding to the transport operation undertaken. For all operations affecting more than two Customs administrations, he must use carnets with 14 to 20 vouchers.
4. Refrain from using standard TIR carnets for the transport of tobacco or similar products.
5. Affix the prescribed TIR plates to the vehicle (removable and capable of being sealed by Customs). These plates must be used only if the transport is effected under the TIR customs régime.

A. RELATIONS OF THE HOLDER TO THE CUSTOMS AUTHORITIES

The holder of the TIR carnet undertakes to:

1. Comply with all Customs regulations in force at the Customs offices of departure, en route, and of destination.
2. Request the Customs authorities to affix forthwith the stamps and signatures essential for the proper execution of the transport effected under the TIR régime. In the event of failure to obtain or refusal of these stamps and signatures, immediately advise, in writing, the association that issued the TIR carnet.

---

\*/ Source: IRU.

3. Demand a certificate of the Customs authorities if, for any reason, the TIR carnet is not returned to him by the Customs office of destination.

4. Verify that the particulars inserted in the TIR carnet do, in fact, conform to those of the goods actually loaded on the vehicle. In the event of error, demand of the Customs authorities a certificate explaining the discrepancy to weight, volume, or number of packages.

5. Take all appropriate measures with the Customs authorities and with any other person with a view to obtaining the regularization of the transport operation effected under the TIR Customs régime, in the event of a discrepancy between the goods listed in the manifest and those tallied at the time the vehicle is unloading. Immediately inform the association issuing the TIR carnet of the steps taken to discharge such reservations and to ensure the regularization of the operation effected under the TIR Customs régime.

6. Request of the Customs authorities an explanation of any reservation entered on the counterfoil of the TIR carnet.

#### B. RELATIONS OF THE HOLDER WITH THE ASSOCIATION ISSUING TIR CARNETS

The holder of the TIR carnet undertakes to:

1. At the request of the issuing association, provide a bond or guarantee drawn up in favour of and in the amount determined by the association issuing TIR carnets, to cover any obligations it may incur while fulfilling the provisions of the TIR Convention.

2. Return forthwith to the issuing association all used and duly discharged TIR carnets, as well as all TIR carnets remaining unused after the expiry of their dates of validity.

3. Advise the issuing association immediately -either by telex or by telegramme- in the event of:

- Loss, theft or destruction of a TIR carnet;
- Obstruction by the Customs authorities of procedures related to the payment of duties;
- Conditional discharge of the TIR carnet;

- Irregular execution of the transport operation resulting from accident or other causes;
  - And, as a general rule, any difficulty with the Customs authorities.
4. Assume responsibility for and settle the payment of all amounts the issuing association or any natural or legal person acting on its behalf might be called upon to pay as a result of the non-regularization of a TIR carnet.

#### TERMINATION OF THE GUARANTEE

The holder acknowledges the issuing association's right to deprive him, either temporarily or permanently, of the right to use TIR carnets guaranteed by it, whenever he no longer meets the required conditions or whenever he commits an infraction of the Customs regulations or of the provisions governing the use of TIR carnets drawn up by the guaranteeing association.

Such a measure shall also be applied in the event that the carrier becomes involved in bankruptcy, liquidation or in any other action, whether juridical or not, showing that it can no longer meet its obligations.

#### DURATION OF VALIDITY

This declaration of engagement, which determines minimum conditions, shall remain valid as long as the holder of the TIR carnet is authorized by the issuing association to use the TIR carnet, provided that it must be renewed at least every two years.

Place: .....

Date: .....

Signature .....

The place of jurisdiction shall be the business headquarters of the issuing association.



(Back page)

IMPORTANT NOTICE

1. When the authority which has granted the approval deems it necessary, photographs or diagrams authenticated by that authority, shall be attached to the approval certificate. The number of those documents shall then be inserted by the competent authority, under item No. 6 of the certificate.
2. The certificate shall be kept on the road vehicle.
3. Road vehicles shall be produced every two years, for the purposes of inspection and of renewal of approval where appropriate, to the competent authorities of the country in which the vehicle is registered or, in the case of unregistered vehicles, of the country in which the owner or user is resident.
4. If a road vehicle no longer complies with the technical conditions prescribed for its approval, it shall, before it can be used for the transport of goods under cover of TIR carnets, be restored to the condition which had justified its approval so as to comply again with the said technical conditions.
5. If the essential characteristics of a road vehicle are changed, the vehicle shall cease to be covered by the approval and shall be reapproved by the competent authority before it can be used for the transport of goods under cover of TIR carnets.

.....  
(plof)  
.....

(Cover page)

APPROVAL CERTIFICATE

of a road vehicle for the transport of goods  
under Customs seal

Certificate No.

TIR Convention of ..... 19 .....

Issued by (competent authority)

CERTIFICATE OF APPROVAL FOR VEHICLES

Annex 7

IDENTIFICATION

1. Registration No.
2. Type of vehicle
3. Chassis No.
4. Trade mark (or name of manufacturer)
5. Other particulars
6. Number of annexes

7. APPROVAL

- Valid until
- individual approval
- approval by design type
- (mark applicable alternative with an "X")

Place

Date

Signature

Stamp

8. HOLDER (for unregistered vehicles only)  
Name and address

9. RENEWALS

Valid until	<input type="text"/>	<input type="text"/>	<input type="text"/>
Place	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>	<input type="text"/>
Stamp	<input type="text"/>	<input type="text"/>	<input type="text"/>

CERTIFICATE OF APPROVAL  
NO.

REMARKS

(reserved for the use of Competent Authorities)

10. Defects noted		11. Rectification of defects	
Authority	Stamp	Authority	Stamp
Signature		Signature	
10. Defects noted		11. Rectification of defects	
Authority	Stamp	Authority	Stamp
Signature		Signature	
10. Defects noted		11. Rectification of defects	
Authority	Stamp	Authority	Stamp
Signature		Signature	

12. Other remarks

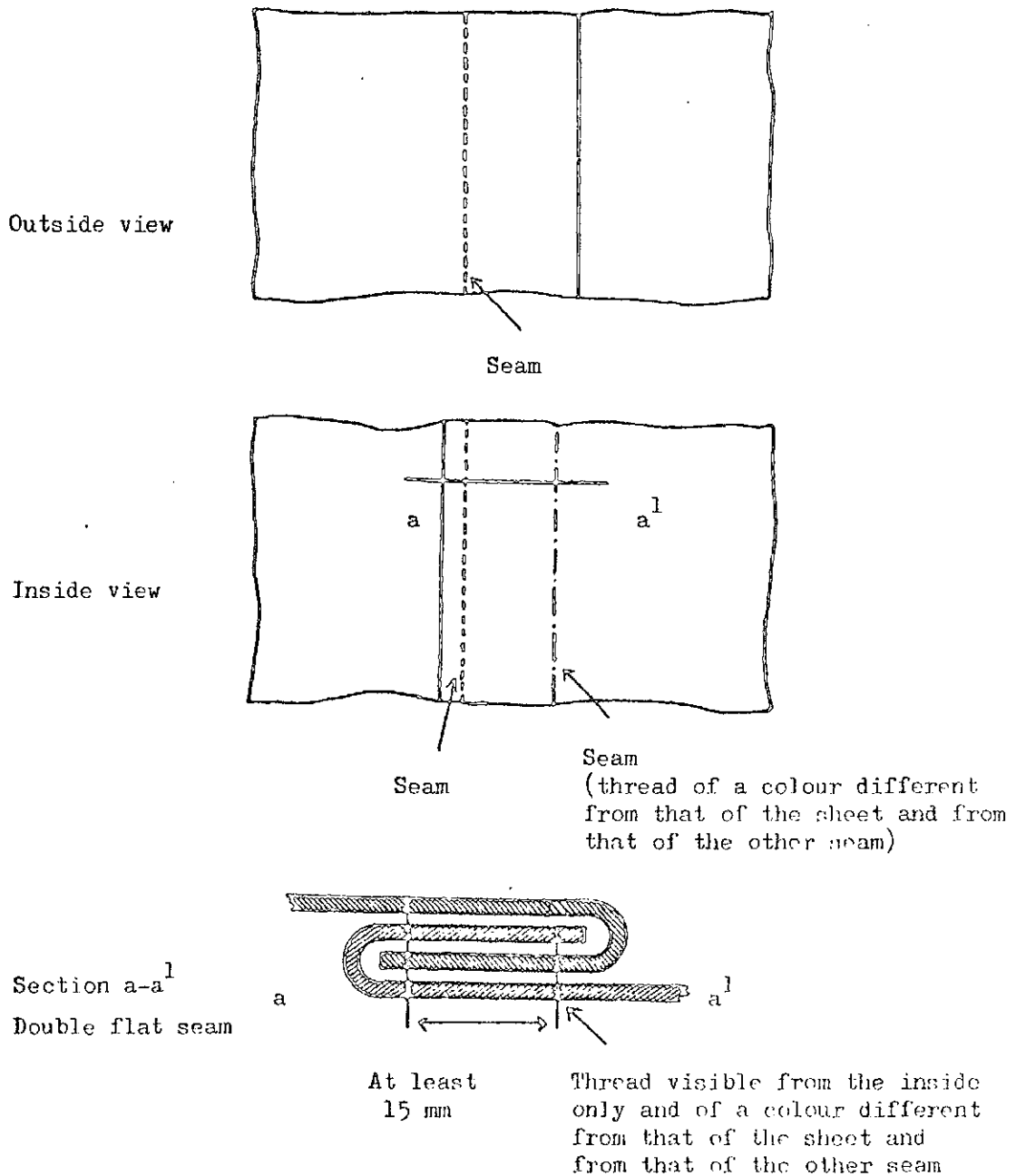
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Annex 8

EXPLANATORY SKETCHES OF TECHNICAL CONDITIONS FOR ROAD TRANSPORT  
VEHICLES AND CONTAINERS

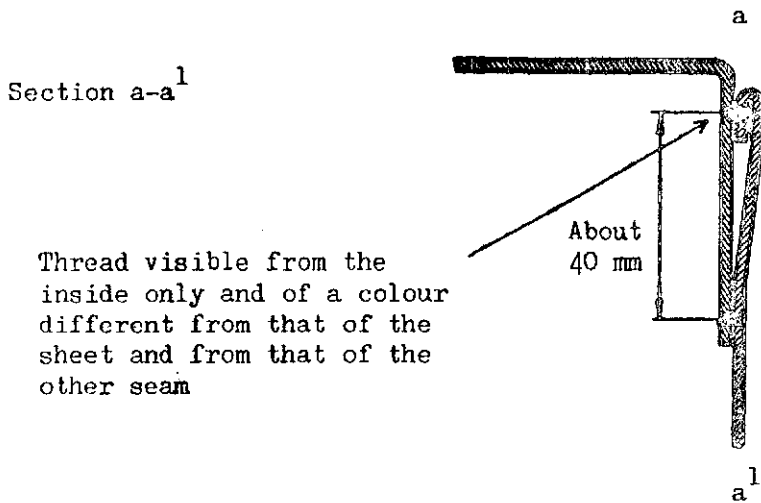
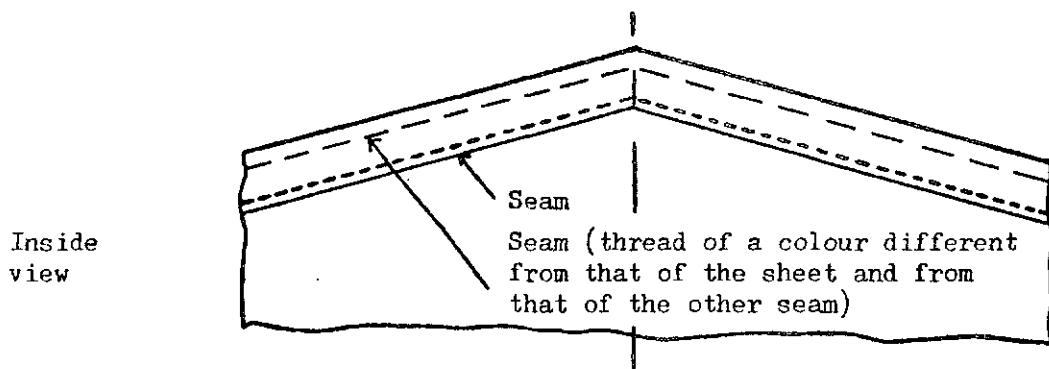
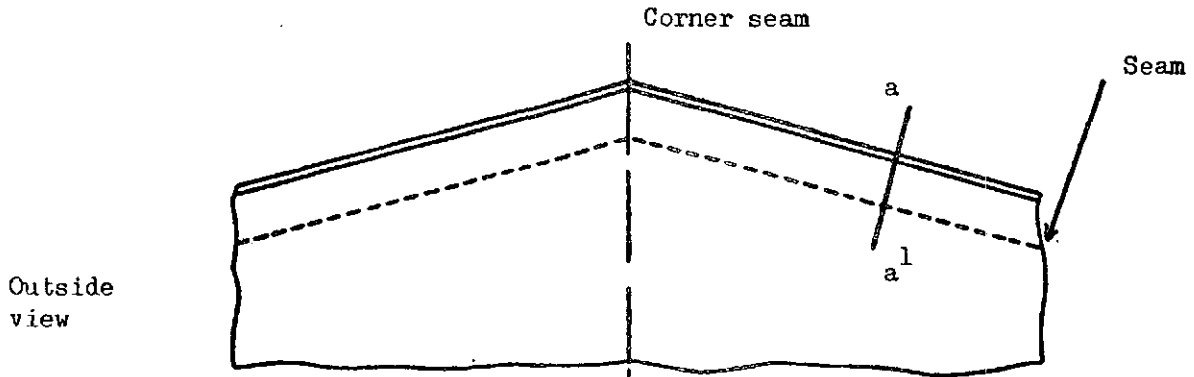
Sketch No. 1

SHEET MADE OF SEVERAL PIECES SEWN TOGETHER



Sketch No. 2

SHEET MADE OF SEVERAL PIECES SEWN TOGETHER

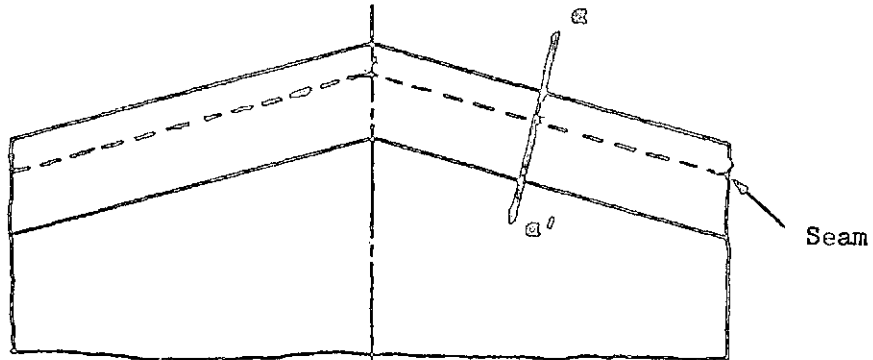


Sketch No. 2(a)

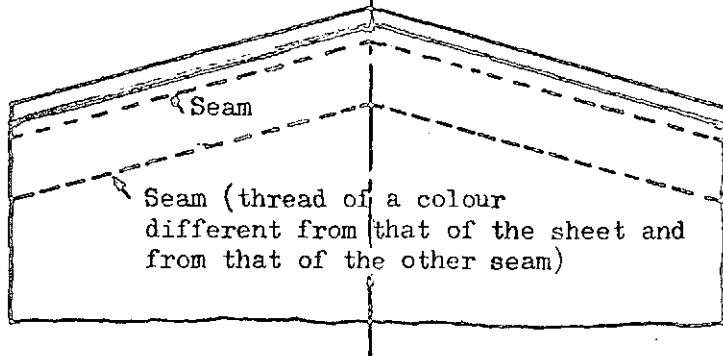
SHEET MADE OF SEVERAL PIECES SEWN TOGETHER

Corner seam

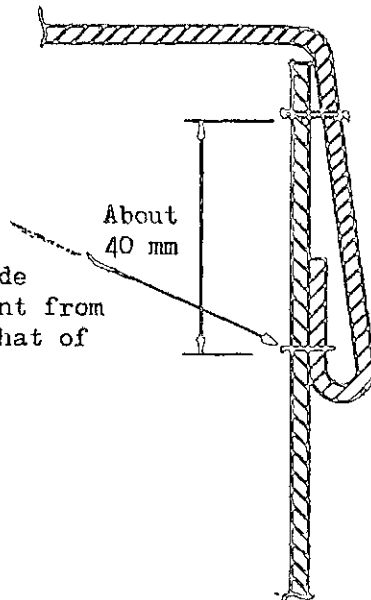
Outside view



Inside view



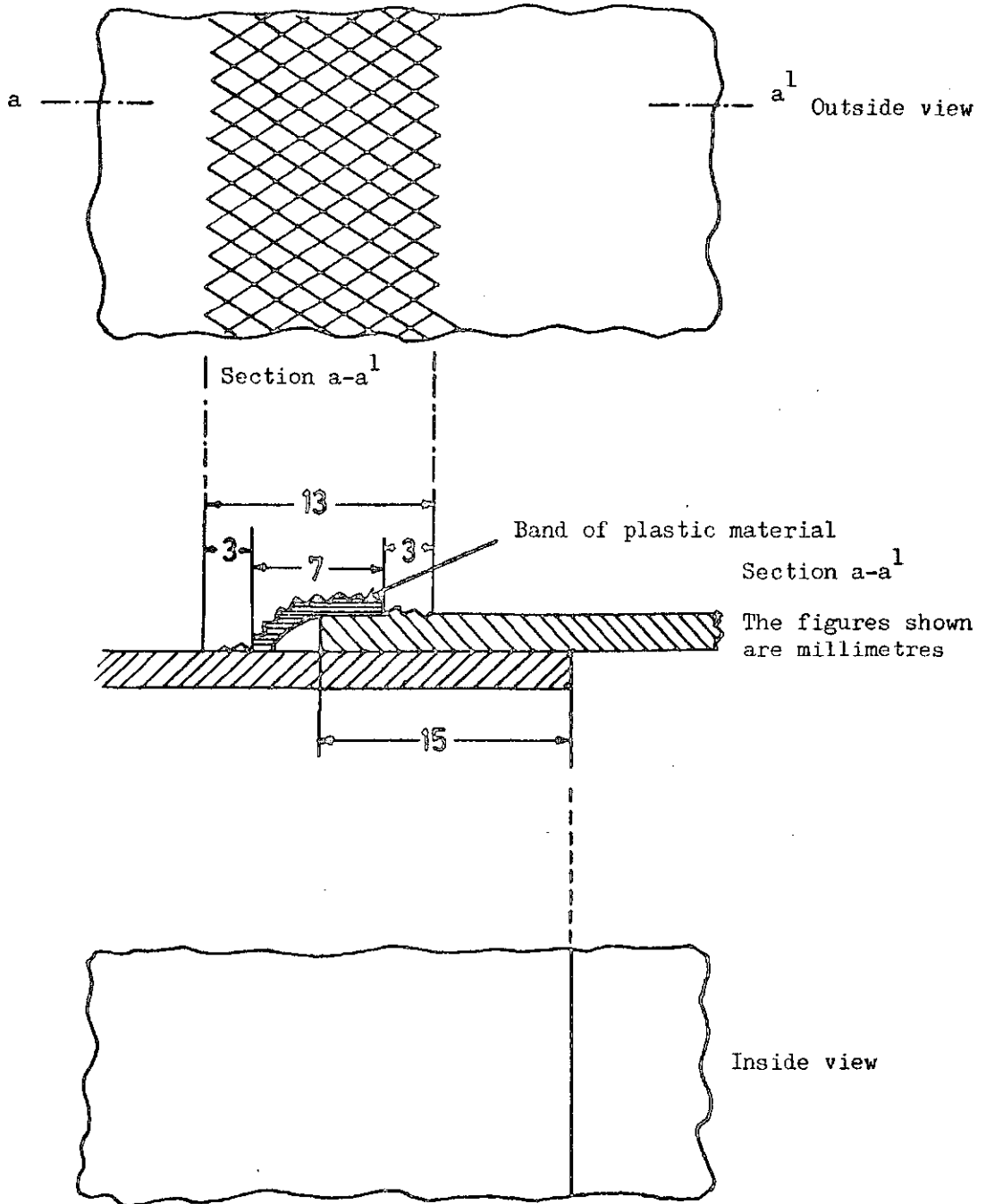
Section a-a<sup>1</sup>



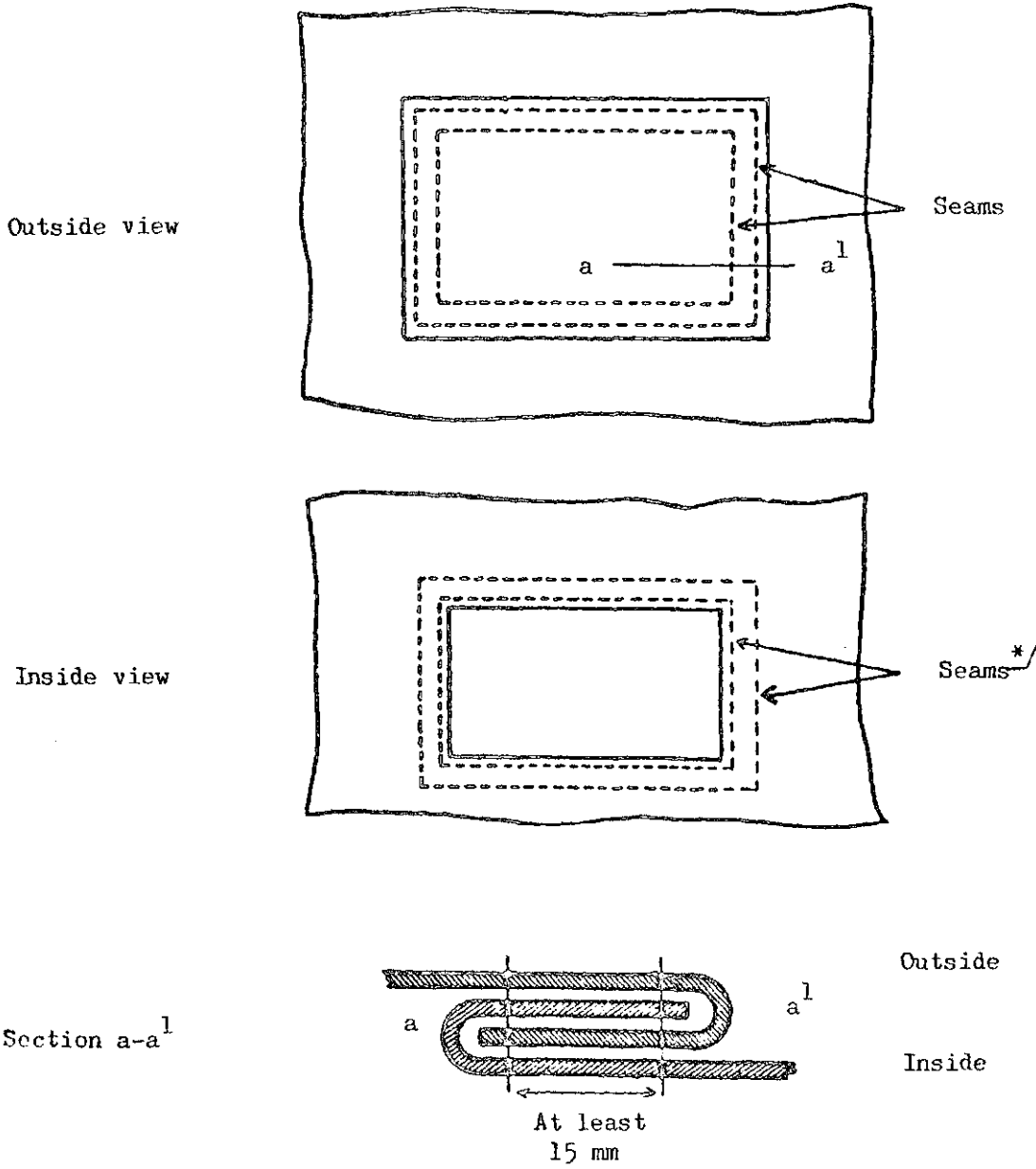
Thread visible from the inside only and of a colour different from that of the sheet and from that of the other seam

Sketch No. 3

SHEET MADE OF SEVERAL PIECES WELDED TOGETHER



Sketch No. 4  
REPAIR OF THE SHEET



\* / Threads visible from inside shall be of a colour different from that of the threads visible from the outside and from that of the sheet.  
Source: Annex 2 of the TIR Convention.

Sketch No. 5

EXAMPLE OF END-PIECE

1. Side view: Front

Hollow rivet for passing the thread or strap of the Customs seal (minimum dimensions of the hole: width 3 mm, length 11 mm)

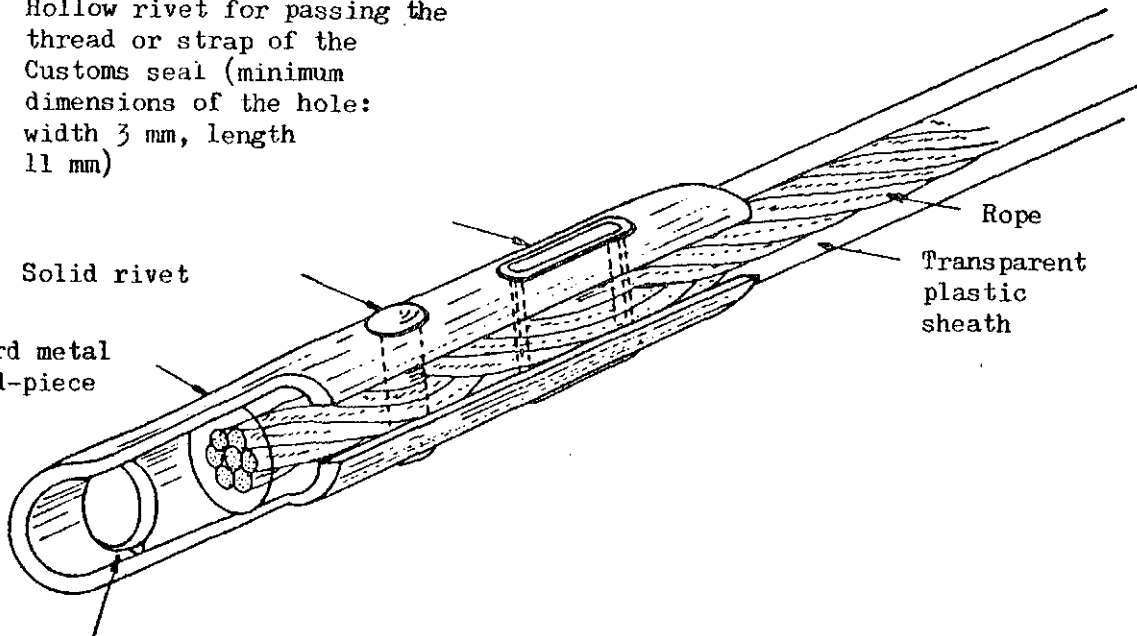
Solid rivet

Hard metal end-piece

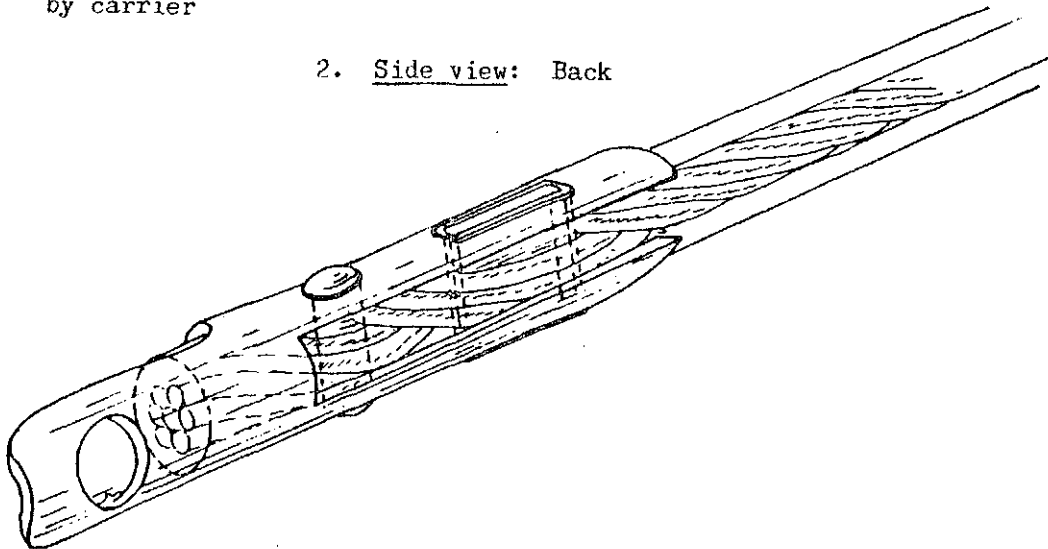
Hole for closing by carrier

Rope

Transparent plastic sheath



2. Side view: Back

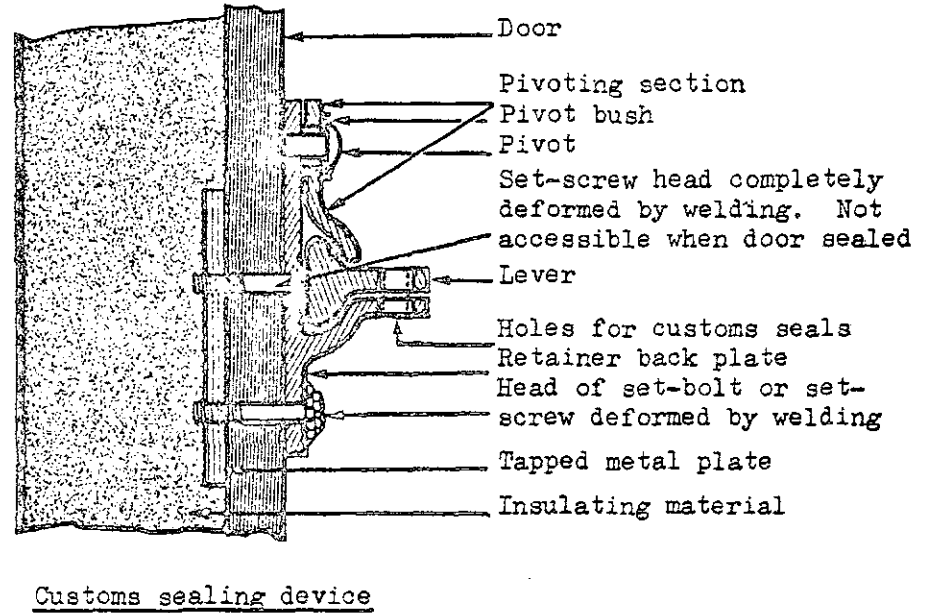
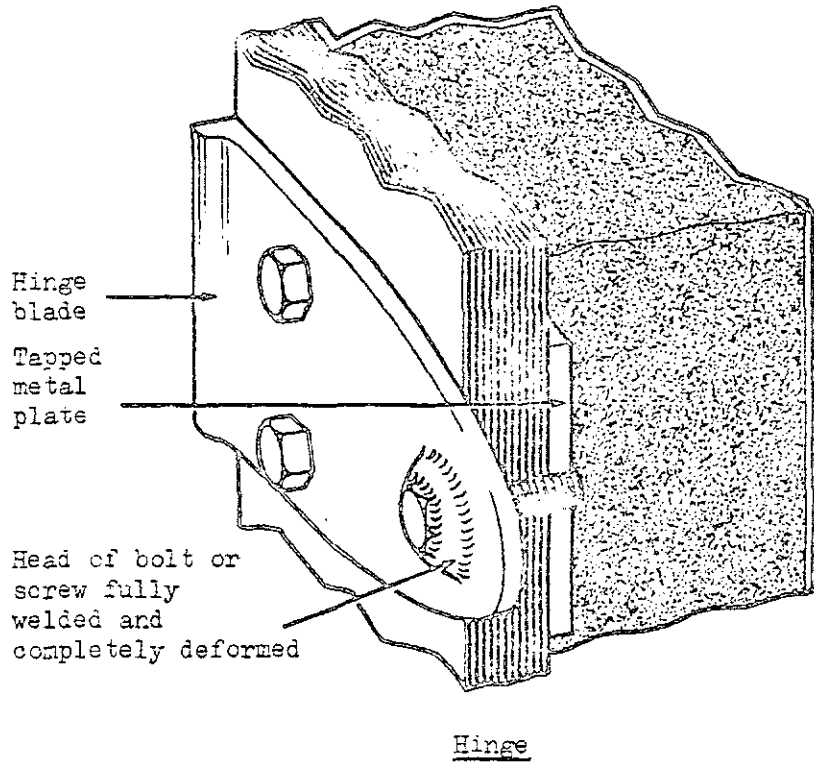


Source: Annex 2 of the TIR Convention.



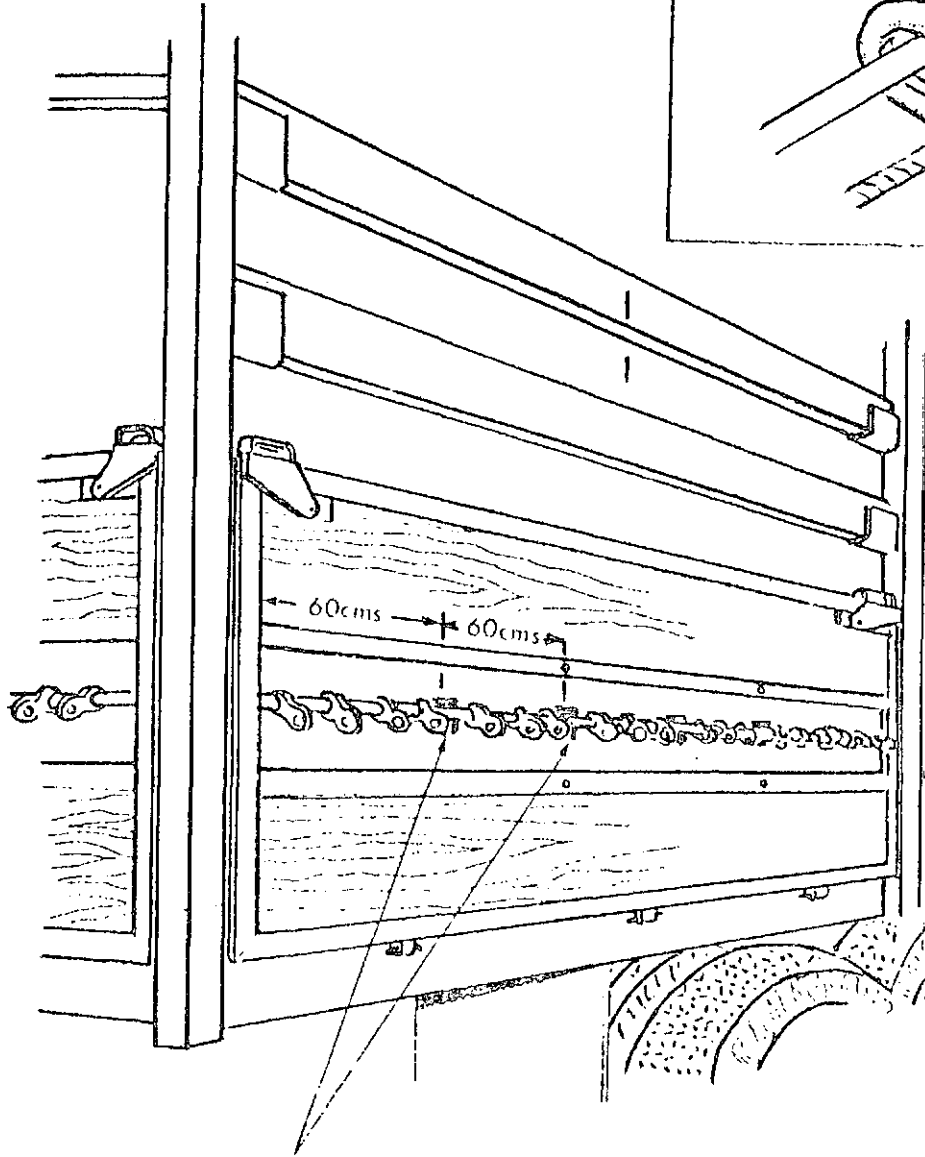
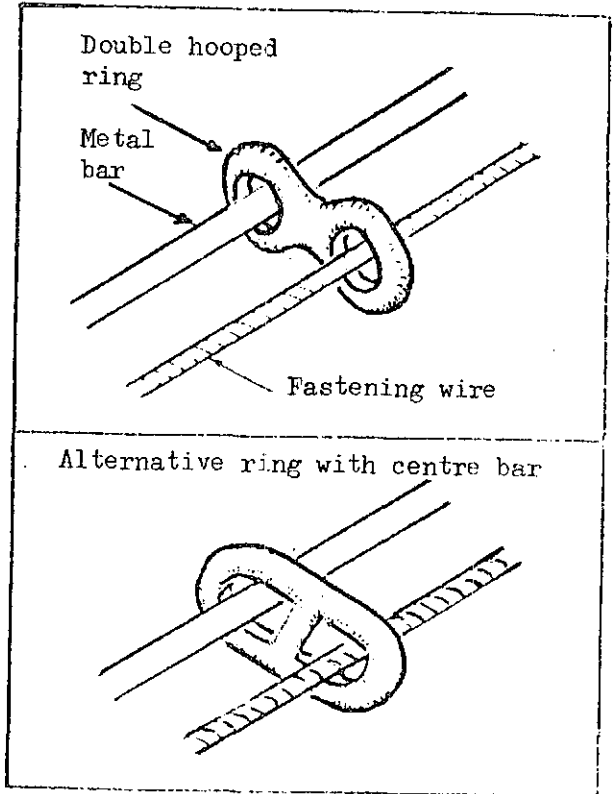
Sketch No. 6

EXAMPLE OF HINGE AND CUSTOMS SEALING DEVICE ON DOORS OF  
VEHICLES HAVING INSULATED LOAD COMPARTMENTS



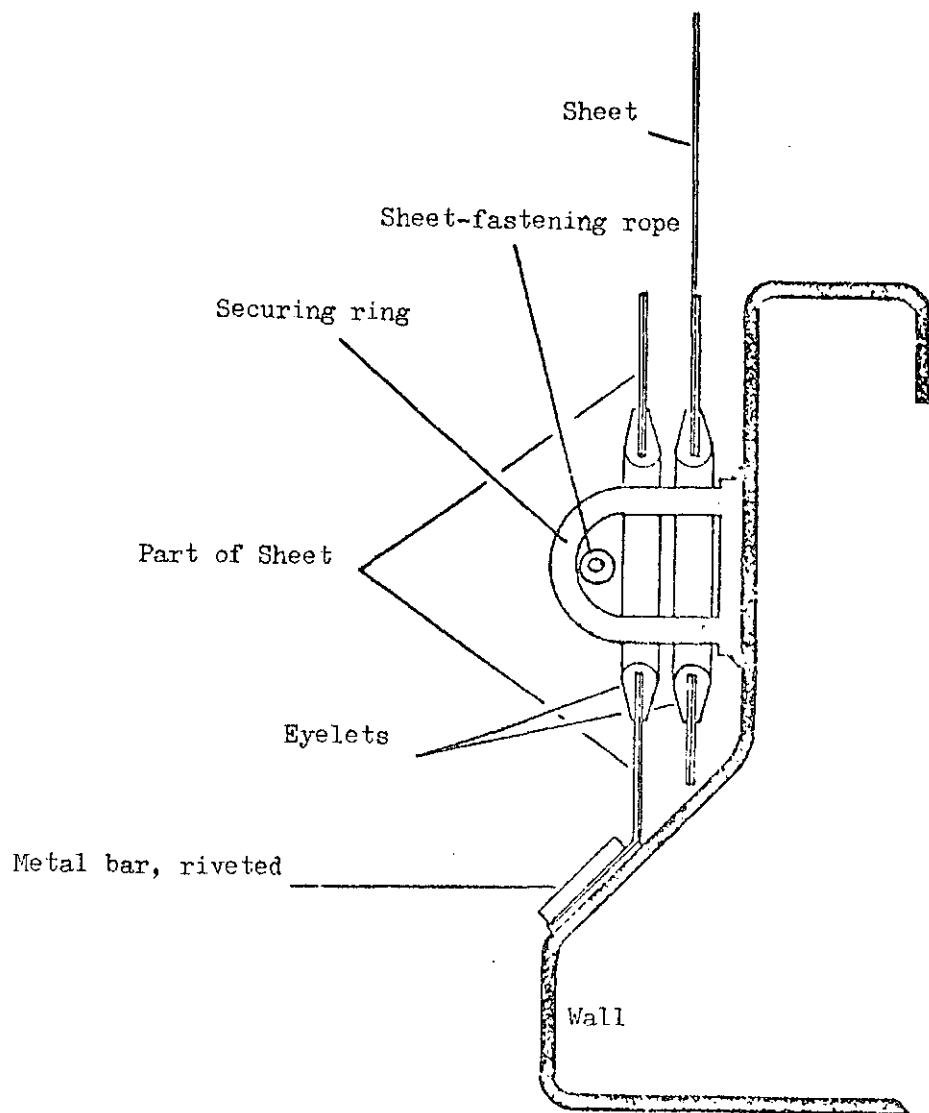
Source: Annex 6 of the TIR Convention.

Sketch No. 7  
SHEETED VEHICLES  
WITH SLIDING RINGS



Sketch No. 8

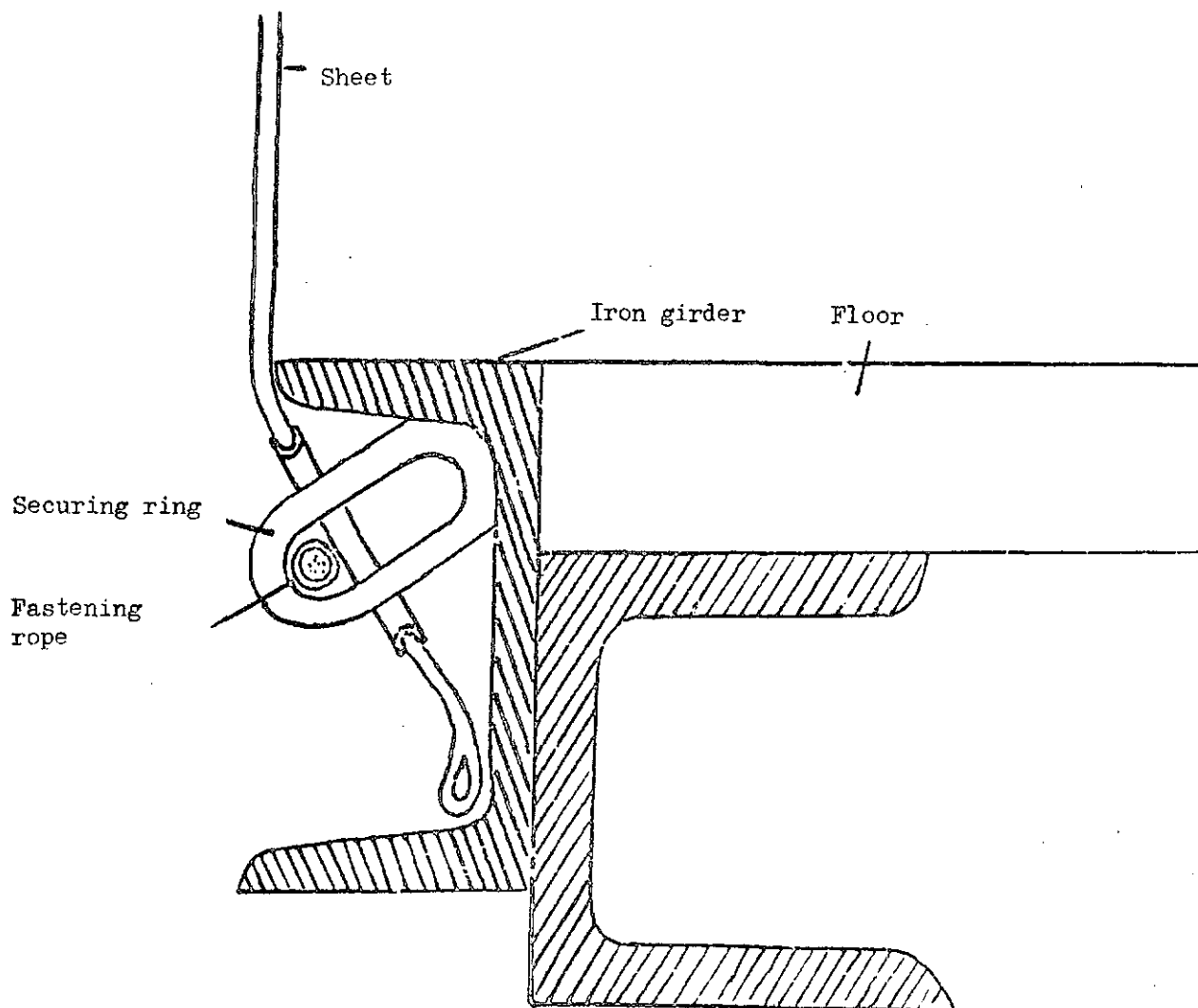
EXAMPLE OF A DEVICE FOR FASTENING VEHICLE SHEETS



Source: Annex 6 of the TIR Convention.

Sketch No. 9

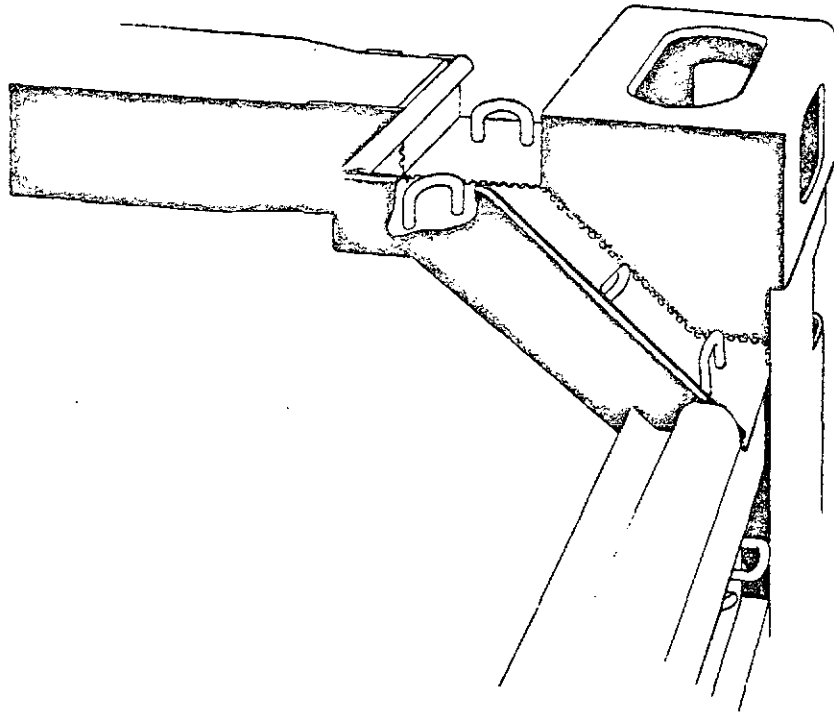
DEVICE FOR FASTENING SHEETS



Source: Annex 6 of the TIR Convention.

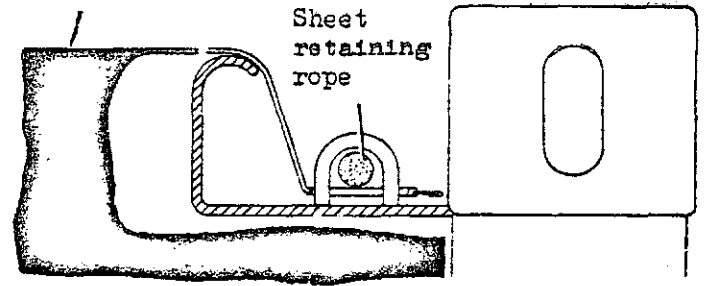
DEVICE FOR AFFIXING SHEETS AROUND CONTAINERS' CORNER CASTINGS

Application at corner posts



Roof sheet

Sheet retaining rope

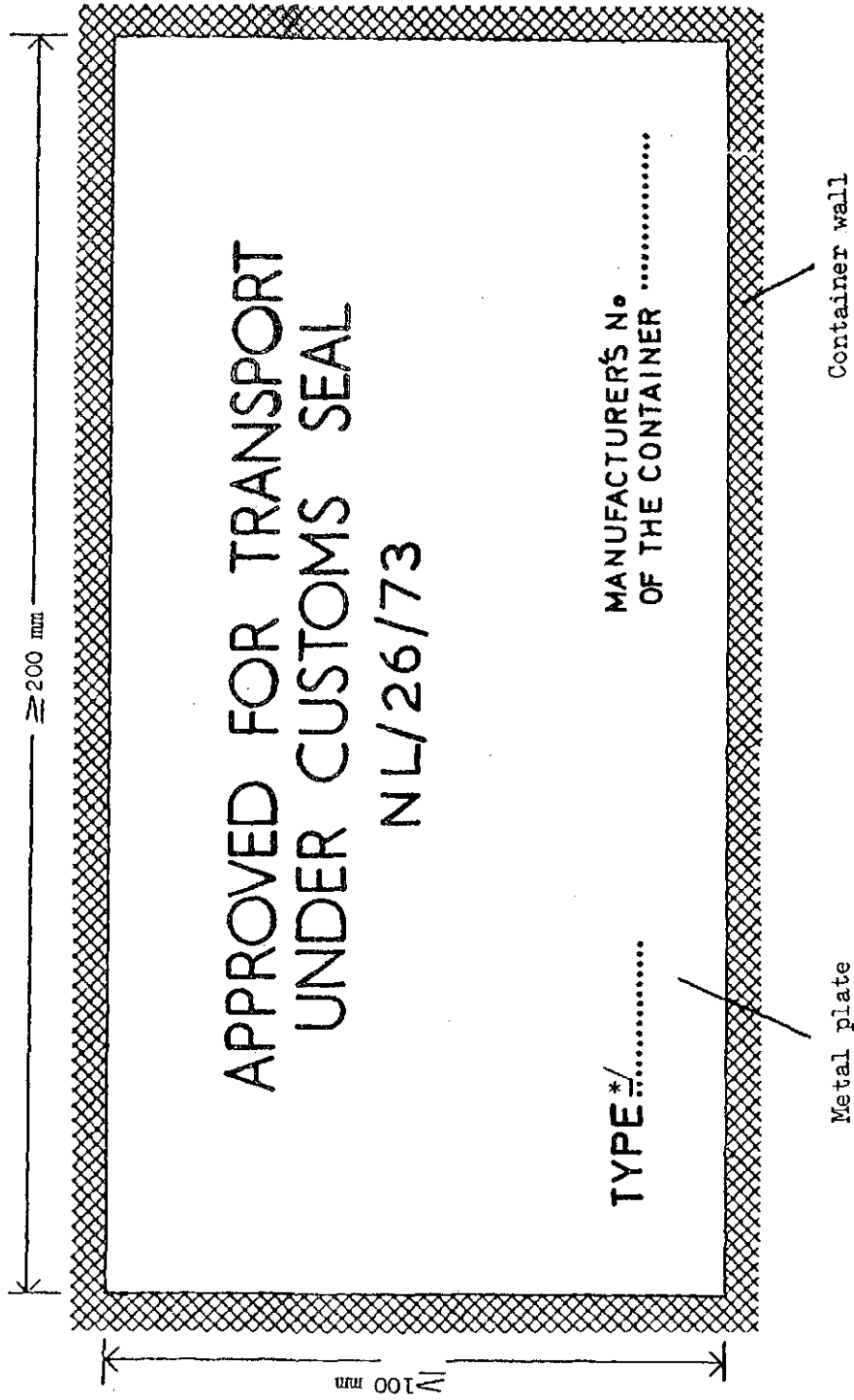


Sectional view

TIR APPROVAL PLATE

MODEL No. I

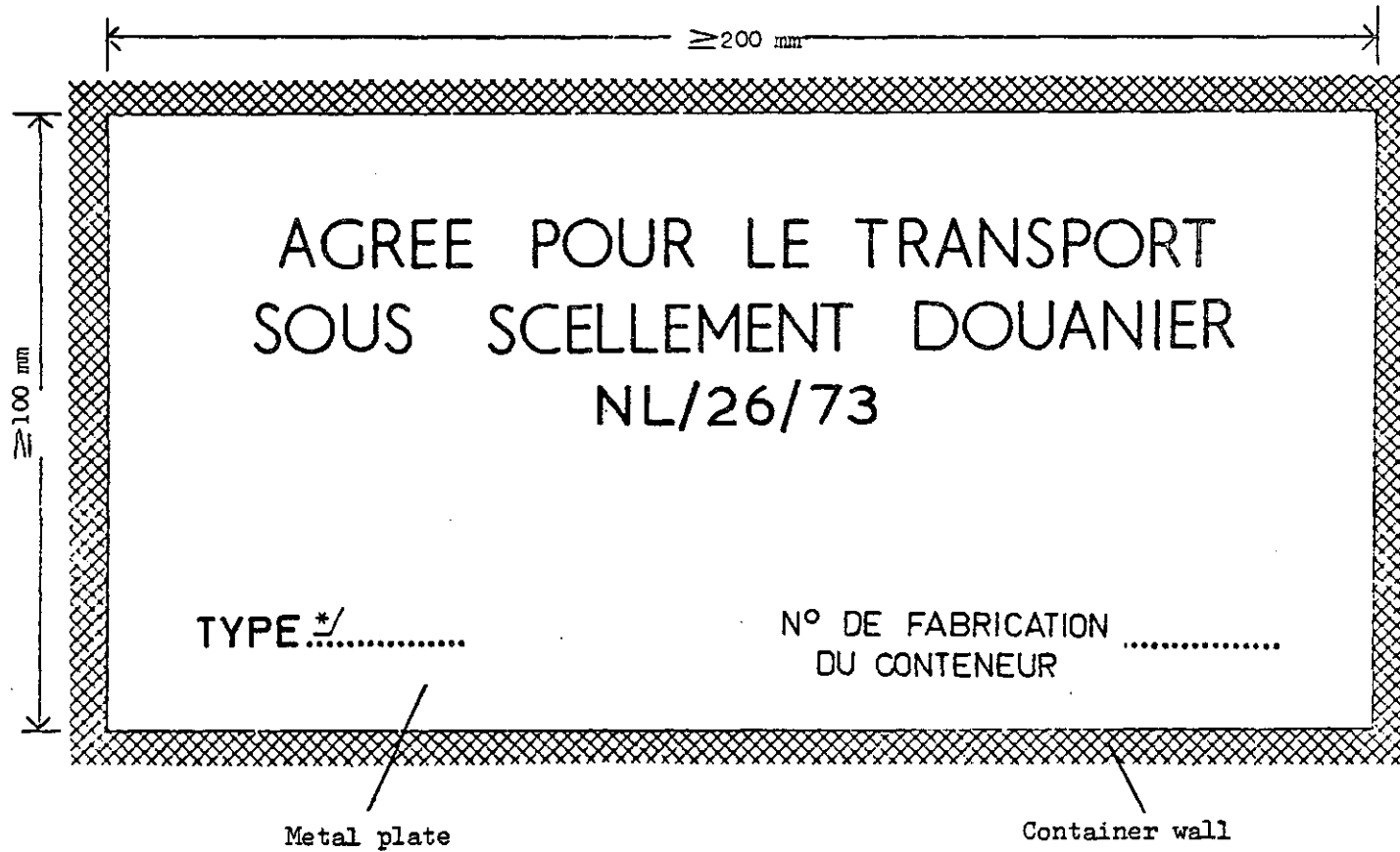
English version



\* / Only in case of approval by design type

MODEL No.I

French version



\*/ Only in case of approval by design type

Annex 10

CERTIFICATES OF APPROVAL FOR CONTAINERS

CUSTOMS CONVENTION ON THE INTERNATIONAL TRANSPORT OF GOODS  
UNDER COVER OF TIR CARNETS (1975)

Certificate of approval by design type

1. Certificate No. <sup>\*/</sup> .....
2. This is to certify that the container design type described below has been approved and that containers manufactured to this type can be accepted for the transport of goods under Customs seal.
3. Kind of container .....
4. Identification number or letters of the design type .....
5. Identification number of the working drawings .....
6. Identification number of the design specifications .....
7. Tare weight .....
8. External dimensions in cm .....
9. Essential characteristics of structure (nature of materials, kind of construction, etc.) .....  
.....  
.....
10. This certificate is valid for all containers manufactured in conformity with the drawings and specifications referred to above.
11. Issued to .....  
(manufacturer's name and address)  
who is authorized to affix an approval plate to each container of the approved design type manufactured by him,  
at ..... on ..... 19 ....  
(place) (date)  
by .....  
(signature and stamp of issuing service or organization)  
(See notice overleaf)

\*/ Insert the letters and figures, which are to be marked on the approval plate (see annex 7, part II, paragraph 5 (b), to the Customs Convention on the International Transport of Goods under cover of TIR Carnets, 1975).

Source: Annex 7 of the TIR Convention.



CUSTOMS CONVENTION ON THE INTERNATIONAL TRANSPORT  
OF GOODS UNDER COVER OF TIR CARNETS (1975)

Certificate of approval  
granted at a stage subsequent to manufacture

1. Certificate No. \*/ .....
2. This is to certify that the container (containers) specified below has (have) been approved for the transport of goods under Customs seal.
3. Kind of container(s) .....
4. Serial number(s) assigned to the container(s) by the manufacturer .....
5. Tare weight .....
6. External dimensions in cm .....
7. Essential characteristics of structure (nature of materials, kind of construction, etc.) .....
8. Issued to .....  
(applicant's name and address)  
who is authorized to affix an approval plate to the above-mentioned container(s),  
at ..... on ..... 19..  
(place) (date)  
by .....  
(signature and stamp of issuing service or organization)

(See notice overleaf)

---

\*/ Insert the letters and figures, which are to be marked on the approval plate (see annex 7, part II, paragraph 5 (b), to the Customs Convention on the International Transport of Goods under cover of TIR Carnets, 1975).

(Nom de l'Organisation internationale)

# CARNET TIR\* No

<p>1. Valable pour prise en charge par le bureau de douane de départ jusqu'au ..... <b>Inclus</b> <i>Valid for the acceptance of goods by the Customs office of departure up to and including</i></p>	
<p>2. Délivré par ..... <i>Issued by</i></p> <p style="text-align: center; font-size: small;">(nom de l'association émettrice / name of issuing association)</p>	
<p>3. Titulaire <i>Holder</i></p> <p style="text-align: center; font-size: small;">(nom, adresse, pays / name, address, country)</p>	
<p>4. Signature du délégué de l'association émettrice et cachet de cette association : <i>Signature of authorized official of the issuing association and stamp of that association :</i></p> <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 10px auto;"></div>	<p>5. Signature du secrétaire de l'organisation internationale : <i>Signature of the secretary of the international organization :</i></p>
(A remplir avant l'utilisation par le titulaire du carnet / To be completed before use by the holder of the carnet)	
<p>6. Pays de départ <i>Country of departure</i></p>	
<p>7. Pays de destination <i>Country/Countries of destination (*)</i></p>	
<p>8. No(s) d'immatriculation du (des) véhicule(s) routier(s) (*) <i>Registration No(s). of road vehicle(s) (*)</i></p>	
<p>9. Certificat(s) d'agrément du (des) véhicule(s) routier(s) (No et date) (*) <i>Certificate(s) of approval of road vehicle(s) (No. and date) (*)</i></p>	
<p>10. No(s) d'identification du (des) conteneur(s) (*) <i>Identification No(s). of container(s) (*)</i></p>	
<p>11. Observations diverses <i>Remarks</i></p>	
<p>12. Signature du titulaire du carnet : <i>Signature of the carnet holder :</i></p>	

(\*) Biffer la mention inutile.  
*Strike out whichever does not apply*

\* Voir annexe 1 de la Convention TIR, 1975, élaborée sous les auspices de la Commission économique des Nations Unies pour l'Europe.  
\* See annex 1 of the TIR Convention, 1975, prepared under the auspices of the United Nations Economic Commission for Europe.

## RULES REGARDING THE USE OF THE TIR CARNET

### A. General

1. **Issue:** The TIR carnet may be issued either in the country of departure or in the country in which the holder is established or resident.
2. **Language:** The TIR carnet is printed in French except for page 1 of the cover where the items are also printed in English; this page is a translation of the "Rules regarding the use of the TIR carnet" given in French on page 2 of the cover. Additional sheets giving a translation of the printed text may also be inserted.
3. **Validity:** The TIR carnet remains valid until the completion of the TIR operation at the Customs office of destination, provided that it has been taken under Customs control at the Customs office of departure within the time-limit set by the issuing association (item 1 of page 1 of the cover and item 4 of the vouchers).
4. **Number of carnets:** Only one TIR carnet shall be required for a combination of vehicles (coupled vehicles) or for several containers loaded either on a single vehicle or on a combination of vehicles (see also rule 10 (d) below).
5. **Number of Customs offices of departure and Customs offices of destination:** Transport under cover of a TIR carnet may involve several Customs offices of departure and destination, but, unless otherwise authorized:
  - (a) the Customs offices of departure must be situated in the same country;
  - (b) the Customs offices of destination may not be situated in more than two countries;
  - (c) the total number of Customs offices of departure and destination may not exceed four (see also rule 10 (e) below).
6. **Number of forms:** Where there is only one Customs office of departure, and one Customs office of destination, the TIR carnet must consist of at least 2 sheets for the country of departure, 3 sheets for the country of destination and 2 sheets for each country traversed. For each additional Customs office of departure 2 extra sheets and for each additional Customs office of destination 3 extra sheets shall be required; in addition, there must be 2 more sheets if the Customs offices of destination are situated in two different countries.
7. **Presentation at Customs offices:** The TIR carnet shall be presented with the road vehicle, combination of vehicles, or container(s) at each Customs office of departure, Customs office *en route* and Customs office of destination. At the last Customs office of departure, the Customs Officer shall sign and date stamp item 19 below the manifest on all vouchers to be used on the remainder of the journey.

### B. How to fill in the TIR carnet


8. **Erasures, over-writing:** No erasures or over-writing shall be made on the TIR carnet. Any corrections shall be made by crossing out the incorrect particulars and adding, if necessary, the required particulars. Any change shall be initialed by the person making it and endorsed by the Customs authorities.
9. **Information concerning registration:** When national legislation does not provide for registration of trailers and semi-trailers, the identification or manufacturer's no. shall be shown instead of the registration no.
10. **The manifest:**
  - (a) The manifest must be completed in the language of the country of departure, unless the Customs authorities allow another language to be used. The Customs authorities of the other countries traversed reserve the right to require its translation into their own language. In order to avoid delays which might ensue from this requirement, carriers are advised to supply the driver of the vehicle with the requisite translations.
  - (b) The information on the manifest should be typed or multipocopied in such a way as to be clearly legible on all the sheets. Illegible sheets will not be accepted by the Customs authorities.
  - (c) When there is not enough space in the manifest to enter all the goods carried, separate sheets of the same model as the manifest or commercial documents providing all the information required by the manifest may be attached to the vouchers. In such cases, all the vouchers must contain the following particulars:
    - (i) the number of sheets attached (box 10)
    - (ii) the number and type of packages or articles and the total gross weight of the goods listed on the attached sheets (boxes 11 to 13).
  - (d) When the TIR carnet covers a combination of vehicles or several containers, the contents of each vehicle or each container shall be indicated separately on the manifest. This information shall be preceded by the registration no. of the vehicle or the identification no. of the container (item 11 of the manifest).
  - (e) Likewise, if there are several Customs offices of departure or of destination, the entries concerning the goods taken under Customs control at, or intended for, each Customs office shall be clearly separated from each other on the manifest.
11. **Packing lists, photographs, plans, etc.:** When such documents are required by the Customs authorities for the identification of heavy or bulky goods, they shall be endorsed by the Customs authorities and attached to page 2 of the cover of the carnet. In addition, a reference shall be made to these documents in box 10 of all vouchers.
12. **Signature:** All vouchers (items 16 and 17) must be dated and signed by the holder of the TIR carnet or his agent.

### C. Incidents or accidents

13. In the event of Customs seals being broken or goods being destroyed or damaged by accident *en route* the carrier shall immediately contact the Customs authorities, if there are any near at hand, or, if not, any other competent authorities of the country he is in. The authorities concerned shall draw up with the minimum delay the certified report which is contained in the TIR carnet.
14. In the event of an accident necessitating transfer of the load to another vehicle or another container, this transfer may be carried out only in the presence of one of the authorities mentioned in rule 13 above. The said authority shall draw up the certified report. Unless the carnet carries the words "Heavy or bulky goods", the vehicle or container substituted must be one approved for the transport of goods under Customs seals. Furthermore, it shall be sealed and details of the seal affixed shall be indicated in the certified report. However, if no approved vehicle or container is available, the goods may be transferred to an unapproved vehicle or container; provided it affords adequate safeguards. In the latter event, the Customs authorities of succeeding countries shall judge whether they, too, can allow the transport under cover of the TIR carnet to continue in that vehicle or container.
15. In the event of imminent danger necessitating immediate unloading of the whole or of part of the load, the carrier may take action on his own initiative without requesting, or waiting for action by the authorities mentioned in rule 13 above. It shall then be for him to furnish proof that he was compelled to take such action in the interests of the vehicle or container or of the load and, as soon as he has taken such preventive measures as the emergency may require, he shall notify one of the authorities mentioned in rule 13 above in order that the facts may be verified, the load checked, the vehicle or container sealed and the certified report drawn up.
16. The certified report shall remain attached to the TIR carnet until the Customs office of destination is reached.
17. In addition to the model form inserted in the TIR carnet itself, associations are recommended to furnish carriers with a supply of certified report forms in the language or languages of the countries of transit.

Counterfoil (No. 1) (odd-numbered pages, white) of the TIR Carnet


No.


1. Accepted by the Customs office at .....	6. Customs officer's signature and Customs office date stamp 
2. Under No. ....	
3. Seals or identification marks applied .....	
4. <input type="checkbox"/> Seals or identification marks found to be intact	
5. Miscellaneous (route prescribed, Customs office at which the load must be produced, etc.) .....	

VOUCHER No. 1

2. Customs office(s) of departure 1. .... 2. .... 3. ....	1. TIR Carnet (number ...)
For official use	3. Issued by (name of issuing association)
	4. Valid for the acceptance of goods by the Customs office of departure up to and including .....
8. Registration No(s) of road vehicle(s)	5. Holder of the carnet (name, address and country)
9. Certificate(s) of approval (No. and date)	6. Country of departure
COULD MANIFEST	7. Country/countries of destination
	10. Documents attached to the manifest

11. (a) Load compartment(s) or container(s) (b) Marks and Nos. of packages or articles	12. Number and type of packages or articles description of goods	13. Gross weight in kg	14. Seals or identification marks applied (number, identification)

14. Total number of packages entered on the manifest. Destination: 1. Customs office 2. Customs office 3. Customs office	Number	15. I declare the information in items 1-14 to be correct and complete 16. Place and date 17. Signature of holder or agent	19. Customs office of departure Customs officer's signature and Customs office date stamp 
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20. Certificate of acceptance of goods (Customs office of departure or of entry en route) <input type="checkbox"/> 21. Seals or identification marks found to be intact	22. Time-limit for transit
23. Registered by the Customs office at .....	under No. ....
24. Miscellaneous (itinerary stipulated, Customs office at which the load must be produced, etc.)	
25. Customs officer's signature and Customs office date stamp 	

Supplement No. 2 (even-numbered pages, green) of the TIR Carnet

No.

1. Arrival certified by the Customs office at .....	2. Customs office's signature and Customs office date stamp
2. <input type="checkbox"/> Seals or identification marks found to be intact	
3. Discharged ..... packages or articles (as specified in the manifest)	
4. New seals affixed .....	
5. Conditions of discharge (if any) .....	

Supplement No. 2		1. TIR Carnet (number ....)	
2. Customs office(s) of departure		3. Issued by (name of issuing association)	
1. .... 2. ....		4. Valid for the acceptance of goods by the Customs office of departure up to and including .....	
3. ....		5. Holder of the carnet (name, address and country)	
For official use		6. Country of departure	
		7. Country/countries of destination	
8. Registration No(s) of road vehicle(s)		10. Documents attached to the carnet	
9. Certificate(s) of approval (No. and date)			

GOODS MANIFEST			
11. (a) Lot and compartment(s) or container(s)	12. Number and type of packages or articles description of goods	13. Gross weight in kg	14. Seals or identification marks applied (quantity identification)
(b) Marks and Recs. of packages or articles			

13. Total number of packages entered on the manifest. Destination	Number	15. I declare the information in items 1-14 to be correct and complete.	19. Customs office of departure. Customs office's signature and Customs office date stamp
1. Customs office		16. Place and date	
2. Customs office		17. Signature of holder or agent	
3. Customs office			

Certificate of acceptance of goods (Customs office of departure or of entry point)		25. Certificate of discharge (Customs office of exit point or of destination)	
<input type="checkbox"/> 23. Seals or identification marks found to be intact	24. Time-limit for transit	<input type="checkbox"/> 27. Seals or identification marks found to be intact	
26. Issued by the Customs office at .....	Issuing No.	28. Number of packages discharged	
4. Place and date (if not issued by Customs office at which the goods must be produced, etc.)		29. Conditions of discharge (if any)	
5. Customs office's signature and Customs office date stamp		30. Customs office's signature and Customs office date stamp	



VOUCHER RETURNED EXCLUSIVELY  
for the Customs Office of destination  
if so required



Voucher No. 2 (pink)		1. TIR carnet (number .....)	
2. Customs office(s) of departure 1. .... 2. .... 3. ....		3. Issued by (name of issuing authority)	
For official use		4. Valid for the acceptance of goods by the Customs office of departure up to and including .....	
		5. Holder of the carnet (name, address and country)	
6. Registration No(s). of road vehicle(s)		6. Country of departure	7. Country/countries of destination
9. Certificate(s) of approval (No. and date)		10. Documents attached to the manifest	
<b>GOODS MANIFEST</b>			
11. (a) Load compartment(s) or container(s) (b) Marks and Nos. of packages or articles	12. Number and type of packages or articles; description of goods	13. Gross weight in kg	14. Seals or identification marks applied (number, identification)
15. Total number of packages entered on the manifest, by destination: 1. Customs office 2. Customs office 3. Customs office	Number ..... ..... .....	16. I declare the information in items 1-14 to be correct and complete 16. Place and date 17. Signature of holder of carnet	
18. Customs office of departure Customs officer's signature and Customs office date stamp		19. Customs office of destination Customs officer's signature and Customs office date stamp	
20. Certificate of acceptance of goods (Customs office of departure or of entry in the country) <input type="checkbox"/> 21. Seals or identification marks found to be intact		22. Timed-limit for transit	
23. Registered by the Customs office at ..... under no. ....		24. Number of packages dismantled	
25. Miscellaneous (goods re-registered, Customs office at which the load may be presented, etc.)		26. Conditions of insurance (if any)	
27. Customs officer's signature and Customs office date stamp		28. Customs officer's signature and Customs office date stamp	

**CERTIFIED REPORT (Yellow)**

Drawn up in accordance with article 25 of the TIR Convention  
(see also Rules 15 to 17 regarding the use of the TIR carnet)

1. Customs office(s) of departure		2. TIR carnet No.	
4. Registration No.(s) of road vehicle(s) Identification No.(s) of container(s)		3. Issued by .....  5. Holder of carnet	
6. The Customs seal(s) in/are <input type="checkbox"/> intact <input type="checkbox"/> not intact		8. Remarks	
7. The load compartment(s) or container(s) in/are <input type="checkbox"/> intact <input type="checkbox"/> not intact		12. Remarks (give particulars of quantity missing or destroyed)	
9. <input type="checkbox"/> No goods appeared to be missing <input type="checkbox"/> The goods indicated in items 10 to 15 are missing (H) or have been destroyed (D) as indicated in column 11			
10. (a) Load compartment(s) or container(s)  (b) Marks and Nos. of packages or articles	11. Number and type of packages or articles; description of goods	12. H or D	
14. Date, place and circumstances of the accident.			
15. Measures taken to enable the TIR operation to continue <input type="checkbox"/> affixing of new seals: number ..... description ..... <input type="checkbox"/> transfer of load (see item 16 below) <input type="checkbox"/> other			
16. If the goods have been transferred: description of road vehicle(s)/container(s) substituted			
	Registration No.	Approved Yes <input type="checkbox"/> No <input type="checkbox"/>	No. of certificate of approval ...../..... ...../..... ...../.....
(a) vehicle	..... Identification No.	<input type="checkbox"/> <input type="checkbox"/>	...../..... ...../..... ...../.....
(b) container	..... Identification No.	<input type="checkbox"/> <input type="checkbox"/>	...../..... ...../..... ...../.....
17. Authority which drew up this certified report.		18. Endorsement of host Customs office reached by the TIR transport	
Place/Date/Stamp		Signature	
Signature		Signature	

Mark the appropriate boxes with a cross