

INTERNATIONAL CARRIAGE OF GOODS BY ROAD ACT,
B.E. 2556 (2013)¹

BHUMIBOL ADULYADEJ, REX.

Given on the 8th Day of December B.E. 2556;

Being the 68th Year of the Present Reign.

His Majesty King Bhumibol Adulyadej is graciously pleased to proclaim that:

Whereas it is expedient to have a law on international carriage of goods by road;

This Act contains certain provisions in relation to the restriction of rights and liberties of a person, in respect of which section 29 in conjunction with section 40, section 41 and section 43 of the Constitution of the Kingdom of Thailand so permitted by virtue of law;

Be it, therefore, enacted by the King, by and with the advice and consent of the National Assembly, as follows:

Section 1. This Act is called the “International Carriage of Goods by Road Act, B.E. 2556 (2013)”.

Section 2. This Act shall come into force after the expiration of ninety days from the date of its publication in the Government Gazette.²

Section 3. In this Act:

¹ Translated by Ms. Sudkaneung Somboonwong under contract for the Office of the Council of State of Thailand's Law for ASEAN project.- Initial version- pending review and approval.

² Published in the Government Gazette Vol. 130, Part 119a, dated 17th December B.E. 2556 (2013).

“carrier” means a person who undertakes to carry the goods by road for freight under a contract for international carriage of goods by road made with a sender;

“successive carrier” means a person who has been entrusted by a carrier to carry the goods under a contract for international carriage of goods, whether it constitutes the whole or the part of carriage, and shall include the agent of a successive carrier and any other person who has been entrusted by a successive carrier to carry such goods, irrespective of the number of occasions of such entrustment;

“sender” means the person who is a party with the carrier in a contract for international carriage of goods by road;

“consignee” means the person named in a consignment note as a consignee or the person who has the right to receive the goods from the sender;

“vehicle” means a motored vehicle, an articulated vehicle, a trailer, or a semi-trailer;

“goods” means movable property and animals, and shall include articles of transport supplied by the sender to be used in the carriage;

“unit of account of the Special Drawing Right” means the unit of account of the Special Drawing Right within the meaning of the law concerning the power and certain action in relation to the unit of account of the Special Drawing Right in the International Monetary Fund;

“freight” means remuneration to be paid for reception of the goods;

“carriage charge” means freight and all charges incurred in the carriage;

“consignment note” means a document issued by the carrier to the sender as evidence of the contract for international carriage of goods by road and of taking of the goods.

Section 4. This Act shall apply to the carriage of goods by road from the place where the carrier has taken the goods within the Kingdom to the place indicated as the place at which the goods are to be handed over outside the Kingdom, or from the place where the carrier has taken the goods outside the Kingdom to the place indicated as the place at which the goods are to be handed over within the Kingdom, or from the place where the carrier has taken the goods in one country to another place indicated as the place at which the goods are to be handed over in another country via the Kingdom, and shall apply to the international carriage of goods by road by vehicles where any party to the contract is of Thai nationality or a juristic person established under the law of Thailand, except that, in the case where the

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

contract parties indicate that the law of another country or international law shall apply, such law shall apply.

This Act shall not apply to international carriage of postal items.

Where the carriage of goods by road by the vehicle includes carriage by other ways, whether by rail, waterways or air, without the goods being unloaded from the vehicle, such carriage shall be regarded as the carriage of goods by road within the meaning in paragraph one.

Section 5. This Act shall not apply to loss, damage or delay in delivery which occurred in the carriage by other ways under section 4 paragraph three if the carrier can prove that such loss, damage or delay in delivery has not caused by the act or omission of duties of the carrier under the contract but by other causes which may occur in other ways of carriage. The responsibility of the carrier shall be in accordance with the law governing that matter.

Section 6. The Minister of Transport shall have charge and control of the execution of this Act.

CHAPTER I

THE CONTRACT FOR INTERNATIONAL CARRIAGE OF GOODS BY ROAD

Section 7. The contract for international carriage of goods by road is a contract whereby the carrier agrees to undertake or make arrangement to carry goods by road from a place in one country to another place in another country against the payment of freight by the sender.

Section 8. Any term in the contract which contains the purposes or produces the effects, whether directly or by way of implication, in such a way that will absolve the carrier from any obligation or liability or undermine the rights of the sender or the consignee as provided for in this Act or requires the insurance for the benefit of the carrier shall be void.

The provisions of this paragraph shall not preclude the parties from fixing the obligations and liability of the carrier in a manner exceeding those provided for in this Act.

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

Section 9.In international carriage of goods by road, the carrier shall issue the consignment note to the sender.

The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract for international carriage of goods by road and shall remain subject to this Act.

Section 10.The consignment note shall be made out in three original copies. The first copy shall be handed to the sender. The second shall accompany the goods. And the third shall be retained by the carrier.

The sender and the carrier or the person entrusted by the sender or carrier shall sign the consignment note.

The signature referred to in paragraph two shall include the signature as appears in document in facsimile, the stamp, the use of symbol, the electronic signature, or any other means as provided for by the law governing that matter.

Section 11.Where the goods to be carried are loaded in different vehicles, or are of different kinds or are divided into lots, the sender shall have the right to require a separate consignment note to be made out for each vehicle used or for each kind or lot of goods, as the case may be.

Section 12.The consignment note shall contain the following particulars:

- (1) The name and address of the sender;
- (2) The name and address of the carrier and the successive carrier;
- (3) The name and address of the consignee;
- (4) The place and the date of issuance of the consignment note;
- (5) The place and the date of taking over the goods;
- (6) The place designated for delivery;
- (7) The general description of the nature of the goods, the method of packing, and, in the case of dangerous goods, their generally recognised description;
- (8) The number of packages and their special marks and numbers;
- (9) The gross weight of the goods or their quantity otherwise expressed;
- (10) The charges for carriage;

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

- (11) The value of the goods for the purposes of Customs;
- (12) The requisite instructions for Customs and other formalities;
- (13) A statement that the carriage is subject to this Act or the international agreement to which Thailand is a party.

Section 13. The consignment note may also contain the following particulars;

- (1) A statement that trans-shipment is not allowed;
- (2) The charges that the sender agrees to pay other than the charges referred to in Section 12(10);
- (3) The amount of “cash on delivery” charges;
- (4) The declaration of the prices of the goods and the amount representing special interest in delivery;
- (5) The instructions of the sender to the carrier regarding insurance;
- (6) The agreed time-limit within which the carriage is to be carried out;
- (7) The list of the documents handed to the carrier.

The contract parties may enter in the consignment note any other particulars which they may deem useful.

CHAPTER II OBLIGATIONS AND RIGHTS OF THE CARRIER

Section 14. On taking over the goods from the sender, the carrier shall check the accuracy of the statements in the consignment note, the quantity of, the number of, the gross weight of and the apparent condition of the goods and their packaging.

Where the carrier finds that the goods taken over have any differences from the particulars indicated, he or she shall record those differences in the consignment note. Absent the record of differences, it shall be deemed that the carrier has taken over all of the goods and that their condition is good.

If the carrier cannot check the accuracy of the particulars in accordance with paragraph one, he or she shall enter the reservations in the consignment note together with the reasons why he or she cannot check the accuracy. Absent such reservations, it shall be presumed that the goods and their packaging are in good condition, and that the number of the

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

packages and their marks and numbers correspond with those indicated in the consignment note.

Section 15. Prior to the arrival of the goods at the place designated for delivery, if the carriage in pursuance with the contract becomes impossible or if circumstance are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note, the carrier shall notify and ask for instructions from the person entitled to dispose of the goods in accordance with sections 25 or 26, as the case may be.

If the carrier is unable to notify and ask for instructions from the person entitled to dispose of the goods, or has asked for but been unable to obtain the instructions in reasonable time, he or she shall take such steps as necessary and in the interest of the person entitled to dispose of the goods.

Section 16. After the arrival of the goods at the place designated for delivery, if circumstances prevent the carrier from delivering them to the consignee or if the consignee refuses them, the carrier shall notify and ask for instructions from the sender. The provisions of section 15 paragraph two shall apply *mutatis mutandis*.

So long as the carrier has not received instructions referred to in paragraph one, the consignee may require delivery, even if he or she has previously refused the goods.

If the grounds that render the carrier unable to deliver the good arise after the termination of the carrier's right to dispose of the goods in accordance with section 26(1), the consignee shall have the right to instruct the carrier to deliver the goods to another person, and it shall be deemed that the consignee is the sender and that that person is the consignee. The provisions in paragraphs one and two shall apply *mutatis mutandis*.

Section 17. Where the carrier is unable to notify and ask for instruction from the person entitled to dispose of the good or has asked but been unable to obtain the instructions from such person, and if the goods carried are perishable or the withholding of the goods will damage them or the storage expense will be out of proportion to the value of the goods, he or she may sell the goods.

When the goods have been sold, the carrier shall deduce the proceeds of sale for the carriage charges. If the proceeds remain, they shall be handed to the person entitled to the dispose of the goods without delay.

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

The carrier shall notify the undertaking in accordance with paragraph one to the person entitled to the dispose of the goods without delay.

Section 18.The carrier shall be entitled to reasonable costs arising from the notification and asking for instructions in accordance with sections 15 or 16, and the implementation of the instructions by the person entitled to the dispose of the goods.

Section 19.The carrier may withhold the goods as long as he or she has not received the carriage charges or reasonable security.

CHAPTER III OBLIGATIONS, RIGHTS AND LIABILITY OF THE SENDER AND THE CONSIGNEE

Section 20.The sender shall be liable for the loss or damage that is caused by the inaccuracy, incompleteness or inadequacy of the following details in the consignment note:

- (1) The details specified in Section 12 (1), (3), (5), (6), (7), (8), (9), and (12);
- (2) The details specified in Section 13;
- (3) Any other details or instructions given by the sender to enable the consignment note to be made out or for the purpose of their being entered therein.

If, at the request of the sender, the carrier enters in the consignment note the particulars referred to in paragraph 1, he or she shall be deemed to have done so on behalf of the sender unless the sender can prove that the carrier has not entered the particulars inaccurately, incompletely or inadequately as requested.

Section 21.The sender shall be liable to the carrier for damage due to defective packing of the goods, whether that damage is suffered by other persons, other persons' property or the carriage equipment, unless the defect was apparent or, in the case where it was not apparent, known to the carrier at the time when he or she took over the goods and has made no reservations in pursuance with section 14.

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

Section 22.For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note and shall furnish the carrier with all the documents and information which he or she requires, or take steps so that the carrier can gain access to such information.

The sender shall be liable for the damage that is caused by the inaccuracy, incompleteness or inadequacy of the documents and information referred to in paragraph one, unless that damage is caused by the conduct of the carrier.

Section 23.Before handing the goods of a potentially dangerous nature to the carrier, the sender shall inform him or her of the exact nature of the potential danger and the precautions unless the carrier is aware of that potentially dangerous nature of the goods when he or she takes over them.

If the sender has not informed the carrier of the dangerous nature and the precautions, the former shall be liable to the latter for the damage or expenses caused by or as a result of the goods being unloaded, destroyed or rendered harmless, as the case may be.

Section 24.If the goods, while under the control of the carrier, may certainly cause danger or damage to other persons or other persons' property, the carrier shall have the right to unload or destroy or render harmless the goods, as the case may be, without having to pay compensation to the sender, even if the sender has complied with section 23 and the carrier is aware of the dangerous nature of the goods.

Section 25.While the goods are under the control of the carrier, the sender shall have the right to ask the carrier to change the carriage by stopping the goods in transit, returning the goods to the place of handing over, changing the place of delivery or delivering the goods to a consignee other than the consignee indicated in the consignment note.

Where it is impossible to carry out such change, the carrier shall immediately notify the sender in order to make a new agreement. If the agreement cannot be reached, the goods shall be returned to the place at which they are handed over.

When the sender has done in accordance with paragraphs one or two, he or she shall be entitled to carriage charges in proportion to the steps taken and other expenses which have arisen due to the termination of the carriage, the return of the goods, the place of handing

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

over, the change of the place of delivery or the delivery to a consignee other than that indicated in the consignment note.

These provisions shall not apply to the case where the sender has indicated in the consignment note that the consignee shall have the right of disposal from the time when the consignment note is issued.

Section 26. The right to dispose of the goods in accordance with section 25 shall cease to exist when:

- (1) The goods arrive at the place indicated as the place of delivery and the consignee has asked for the delivery of those goods or asked the carrier to hand the second copy of the consignment note to him or her and has received that consignment note; or
- (2) The goods have been delivered to the consignee.

When the rights of the sender cease to exist, the carrier shall follow the instructions of the consignee.

Section 27. Upon receiving the goods, if it is apparent that part of the goods have been lost or damaged, the consignee shall make an objection in writing to the carrier as to the loss or damaged conditions at the time of receiving the goods. If it is not apparent that part of such goods have been lost or damaged, the consignee shall make an objection in writing to the carrier within seven days as from the date of receiving the goods.

In the case where the consignee has not made any objections in writing in accordance with paragraph one, it shall be *prima facie* presumed that the carrier has such goods as indicated in the consignment note.

CHAPTER IV

LIABILITY AND EXCLUSIONS OF LIABILITY OF THE CARRIER

Section 28. The carrier shall be liable to the sender or consignee, as the case may be, for the loss of the goods, the damage thereto or any delay in delivery occurring between the time when the carrier takes over the goods and the time of delivery.

The delay in delivery shall mean the cases where:

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

- (1) The carrier cannot deliver the goods within the indicated time-limit;
- (2) Absent an indicated time-limit, the carrier cannot deliver the goods in the reasonable time, the circumstances of the case being taken into account.

Section 29.The consignee shall have any of the following rights:

- (1) Accepting the goods;
- (2) Accepting the goods and asking for the damages caused by the delay in delivery; or,
- (3) Refusing the goods and asking for the damages caused by the delay in delivery.

Where no less than thirty days has passed from the expiration of the agreed time-limit or no less than sixty days has passed from the reasonable time-limit within which the good should have been delivered, it shall be deemed that the goods have been lost entirely. The sender or consignee shall be entitled to the compensation as if the goods were lost entirely unless there is evidence proving that the goods have not been lost.

If the carrier has delivered the goods after the time-limited indicated in paragraph two, he or she shall notify the sender or consignee. If the sender or consignee wishes to accept the goods, the carrier shall deliver them. If the sender or consignee has received compensation, such person, as the case may be, shall refund the compensation to the carrier. This shall not prejudice the right to request the compensation for the partial loss, damage or delay in delivery.

If the sender or consignee does not exercise the right referred to in paragraph three within thirty days from the day he or she is informed of taking over the goods, the carrier shall have the right to deal with them in accordance with the law of the place where the goods are situated.

Section 30.The carrier shall be liable for the damage caused by the action or omission of the duties in the contract by his or her employee and agent, as well as the successive carrier.

Section 31.The carrier may not invoke the defective condition of the vehicle used to perform the carriage to relieve his or her of the liability.

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

Section 32. The carrier shall not be liable for the loss of the goods or the damage thereto or the delay in delivery if it is proved that such loss, damage or delay in delivery is caused by or as a consequence of the following grounds:

- (1) *Force majeure*;
- (2) The inherent vice of the goods;
- (3) A wrongful act or neglect on the part of the sender or the consignee; or
- (4) The instructions by the sender or consignee, as the case may be, unless it is the consequence of the unlawful action or omission of duties, or the neglect of the carrier or the persons for whom the carrier is collectively liable in accordance with section 30.

Section 33. The carrier shall not be liable for the loss of the goods, the damage thereto or the delay in delivery if it is proved that such loss, damage or delay in delivery is caused by or as a consequence of the special risks in the following circumstances:

- (1) The lack of, or defective or inappropriate condition of packing which are liable to wastage or damage;
- (2) Insufficiency or inadequacy of marks or numbers on the package;
- (3) Use of open unsheeted vehicles, when their use has been agreed and specified in the consignment note, except where the goods unusually decrease or the package is lost;
- (4) Handling, loading, stowage or unloading of the goods by the sender, the consignee or the person acting on behalf of the sender or the consignee.
- (5) The nature of certain kinds of goods which particularly exposes them to loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of insects or any other animals;
- (6) The carriage of the livestock and the carrier shall prove that he or she has completely performed the duties that should have been performed and followed the special instructions given to him or her.

CHAPTER V

CALCULATION OF COMPENSATION AND LIMITATIONS OF LIABILITY

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

Section 34.In the case of loss, damage or delayed delivery of the goods taken for carriage, the carrier shall make compensation to the sender or the consignee.

The compensation in the case where the goods taken for carriage have been lost or damage shall be calculated by reference to the commodity exchange price, or if there is no such price, according to the current market price, or if there is no commodity exchange price or current market price, by reference to normal value of such goods at the place and time at which they were accepted for carriage by the carrier.

In the case of total loss of the goods, the carrier shall make additional compensation for the carriage charges and custom duties in full. But in the case of partial loss, the carrier shall make compensation in proportion to the loss.

Section 35.For the purposes of calculation of the compensation in accordance with the Act, the conversion of the unit of account of the Special Drawing Right into baht shall be calculated by reference to the time which is the basis for the calculation of the compensation referred to in section 34, using the exchange rate declared by the Bank of Thailand.

Section 36.In the case of loss or damage of the goods, whether in whole or in part, the liability of the carrier shall not exceed 8.33 units of account of the Special Drawing Right per kilogram of gross weight short.

In the case of delayed performance, the liability of the carrier shall not exceed the carriage charges.

Section 37.The provisions in section 36 shall not apply to the following cases:

- (1) Where the sender has notified the carrier of the value of the goods before the latter has accepted them and has paid additional charges as agreed with the latter with such value being shown in the consignment note, the carrier shall be liable only in the amount equivalent to the value indicated in the consignment note or in proportion to the loss or damage, as the case may be.
- (2) Where the sender has notified the carrier of the special damages arising from the damage, loss or delay in delivery before the latter has accepted them and has paid additional charges as agreed with the latter with such

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

damages being shown in the consignment note, the carrier shall be liable to any other damage as can be proved, but the liability shall not exceed the special damages shown in the consignment note;

- (3) Where the loss or damage of the goods or the delay in delivery resulted from an act or omission of the carrier, his or her employee or agent or the successive carrier done with the intent to cause such loss, damage or delay in delivery, or recklessly and with knowledge that such loss, damage or delay in delivery would probably result, the carrier shall be liable to the sender or the consignee for the actual damage.

CHAPTER VI CLAIMS AND DISPUTE SETTLEMENT

Section 38. The exercise of the right to make claims arising from international carriage of goods by road referred to in this Act shall include the exercise of the right to make claims against the employee, the agent or the successive carrier, whether such right derives from the contract or the wrongful act.

The employee, the agent or the successive carrier shall have the right to raise the counterclaim of the carrier as specified in this Act against the person who exercises the claim right.

Section 39. The Central Intellectual Property and International Trade Court shall be the competent Court under this Act.

The applicant may bring an action arising from international carriage of goods by road, whether deriving from the contract or the wrongful act, in any Court of the country that has an agreement with Thailand concerning international carriage of goods by road and that Court is competent according to the law of that country as follows:

- (1) The Court of the country at which the goods have been taken over or designated for delivery;
- (2) The Court of the country at which the goods have been lost or damaged;
- (3) The Court of the country in which the principal place of business of the carrier is situated;

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

- (4) The Court of the country in which the applicant has domicile.

Section 40. In the case where the party in the contract for international carriage of goods by road has initiated an action against another party in respect of the claim arising from the contract and the wrongful act or only the wrongful act before the Court that has jurisdiction under this Act, if the third party who has sustained damage caused by the same wrongful act in the international carriage of goods has initiated an action against the contract party before another competent Court and that Court deems it appropriate to join the case, or the third party has so asked in any time before the delivery of the judgment of the Court and the Court is of the view that the cases are related, the Court shall have the power to refer such case to be considered with the case between the contract parties before the competent Court under this Act, provided that the Court cannot give such an order before it has the consent of the competent Court under this Act.

Section 41. The parties to the contract may make an agreement in writing conferring competence on an arbitration tribunal in accordance with the law governing arbitration.

Section 42. The period of prescription of all rights to make claims arising from the international carriage of goods by road, whether derive from the contract or the wrongful act, shall be one year.

The period of prescription in the case of the loss or damage of the goods or the delay in delivery shall begin to run as follows:

- (1) In the case of partial loss, damage or delay in delivery, from the date at which the carrier has delivered the goods to the consignee;
- (2) In the case of total loss, after the expiration of thirty days as from the date of expiry of the agreed time-limit for delivery or, where there is no agreed time-limit, after the expiration of sixty days as from the date at which the carrier has taken over the goods from the sender.

The period of prescription of the cases other than the provisions in paragraph two shall be governed by the Civil and Commercial Code.

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.

Section 43.The period of prescription of the right to make claims referred to in section 42 that arises from the unlawful act or omission of the carrier, his or her employee, his or her agent or the successive carrier shall be three years as from the date of expiry of the agreed time-limit for delivery or, where there is no agreed time-limit, after the expiration of sixty days as from the date at which the carrier has taken over the goods from the sender.

FINAL PROVISIONS

Section 44.This Act shall not apply to the contract for international carriage of goods by road according to which the carrier has taken over the goods before this Act comes into force.

Countersigned by:
Yingluck Shinawatra
Prime Minister

DISCLAIMER: THIS TEXT HAS BEEN PROVIDED FOR EDUCATIONAL/ COMPREHENSION PURPOSES AND CONTAINS NO LEGAL AUTHORITY. THE OFFICE OF THE COUNCIL OF STATE SHALL ASSUME NO RESPONSIBILITY FOR ANY LIABILITIES ARISING FROM THE USE AND/OR REFERENCE OF THIS TEXT. THE ORIGINAL THAI TEXT AS FORMALLY ADOPTED AND PUBLISHED SHALL IN ALL EVENTS REMAIN THE SOLE AUTHORITY HAVING LEGAL FORCE.