

MULTIMODAL TRANSPORT ACT,
B.E. 2548 (2005)¹

BHUMIBOL ADULYADEJ, REX.

Given on the 11th Day of July B.E. 2548 (2005)

Being the 60th 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 multimodal transport;

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 35, section 48 and section 50 of the Constitution of the Kingdom of Thailand so permit by the 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 shall be called the “Multimodal Transport Act, B.E. 2548. (2005)”

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

¹ Translated by Center for Translation and Language Services, Research Institute for Languages and Cultures of Asia, Mahidol University 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. 122, Part 61a, Page 1, dated 27th July B.E. 2548 (2005)

Section 3. All other laws, rules and by-laws in so far as they have already been provided herein, or are contrary to or inconsistent with the provisions of this Act, shall be replaced by this Act.

Section 4. In this Act:

“Multimodal transport” means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the multimodal transport operator is in charge of the goods to a place designated for delivery situated in a different country.

The operations of pick-up and delivery of goods as specified in a unimodal transport contract shall not be considered as multimodal transport.

“Multimodal transport operator” means any person who, on its own behalf or through another person acting on its behalf, concludes a multimodal transport contract and who acts as a principal and assumes responsibility for the performance of the contract, but shall not include a person who acts as an agent of or on behalf of the consignor or the carrier participating in the said multimodal transport operations.

“Registered multimodal transport operator” means the multimodal transport operator who has been registered under section 41 or section 48 or whose registry listing has been authorized under section 45.

“Carrier” means the person who performs or undertakes to perform the carriage, wholly or partly, whether or not being the same person as the multimodal transport operator.

“Consignor” means the person who concludes a multimodal transport contract with the multimodal transport operator.

“Consignee” means the person entitled to take delivery of goods from the multimodal transport operator as specified in the multimodal bill of lading.

“Multimodal transport bill of lading” means a document issued by a multimodal transport operator to the consignor as evidence of a multimodal transport contract with essentials to the effect that the multimodal transport operator has taken in charge the goods specified in the multimodal bill of lading and that the multimodal

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transport operator undertakes to deliver the said goods to the consignee or the person entitled to take delivery of the goods under section 22.

“Taken in charge” means that the multimodal transport operator has accepted the goods for carriage according to the multimodal transport contract.

“Delivery” means that the multimodal transport operator has performed any of the following acts:

- (a) the handing over of the goods to the consignee;
- (b) the placing of the goods at the disposal of the consignee in accordance with the multimodal transport contract or law or customs of the trade prevalent at the place of delivery; or
- (c) the handing over of the goods to an officer or any person to whom, by law which is enforceable at the place of delivery, the multimodal transport operator must hand over the goods;

“Special Drawing Rights” means the special drawing right in accordance with the law on authorization of and some provisions relating to special drawing right in the International Monetary Fund.

“Goods” means movable property, live animals including transport holders not supplied by the multimodal transport operator, irrespective of whether such goods are or are to be carried on or under deck.

“Transport holder” means a goods container, a pallet or other things used to contain or support the goods, or used to combine several transport package units, or other kinds similar to transport holders for the purpose of multimodal transport.

“Transport package” means a quantity of goods carried counted as one unit and each unit can separately be carried, such as sack, piece, drum, cabinet, roll, crate, bale, bundle, box, item or other units named otherwise.

“In writing” includes telegram, telex, facsimile or any other means which prints, copies, or transmits messages by mechanical or electronic device or any other kind of tools or apparatus intended for such purposes.

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"Certificate of registration" means a certificate for multimodal transport operator registration including registry listing certificate or certificate for agent appointment registration under this Act.

"Registrar" means the Director-General of the Marine Department or the competent official authorized by the Director-General of the Marine Department to perform the Registrar's duties.

"Competent Official" means the government official of the Marine Department appointed by the Registrar for the execution of this Act.

"Minister" means the Minister in charge of this Act.

Section 5. The parties to a contract of carriage of goods in the Kingdom by two or more different modes of transport under a single contract of carriage of goods may agree in writing that the contract be subject to provisions of Chapter 1, Multimodal Transport Contract, of this Act.

Section 6. The Minister of Transport shall have charge and control of the execution of this Act and shall be empowered to issue Ministerial Regulations stipulating the fees not exceeding the rates provided in the Schedule attached to this Act including prescribing other affairs for the execution of this Act.

Such Ministerial Regulations shall come into force upon their publication in the Government Gazette.

Chapter 1

Multimodal Transport Contract

Part 1

General Provisions

Section 7. A multimodal transport contract is the contract whereby the consignor agrees to have the multimodal transport operator perform or procure the performance of the multimodal transport and to whom the consignor agrees to pay freight.

Section 8. Any stipulation in a multimodal transport contract with objective of or which results in, directly or indirectly, exonerating the duty or liability of the multimodal transport operator or which is prejudicial to the right of the consignor or consignee as provided in this Act, such stipulation shall be null and void.

The nullity of the stipulation under paragraph one shall not affect the validity of other stipulations in such contract and it shall be deemed the intent of the parties to separate such other stipulations from the nullified stipulation under paragraph one.

The provisions in this section shall not deprive the parties of the right to enter into an agreement stipulating duty and liability of the multimodal transport operator to be greater than provided in this Chapter.

Section 9. The provisions in this Chapter shall not affect the right and duty pertaining to the general average adjustment as stipulated in the contract of multimodal transport or the law concerning such matter.

Section 10. In executing a multimodal transport contract, the multimodal transport operator shall issue a multimodal transport bill of lading to the consignor when the goods are taken in charge.

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Depending on the option of the consignor, a multimodal transport bill of lading may be negotiable or non-negotiable.

The multimodal transport operator or a person authorized by the multimodal transport operator shall sign the multimodal transport bill of lading.

The signature affixture mentioned in paragraph three shall include signatures appearing in facsimile, by document perforation, by stamping, use of symbol, or signature affixed by mechanical device or electronic system or by any other means in accordance with the provisions of the law on that matter.

Section 11. A multimodal transport bill of lading shall contain the following particulars:

(1) the general nature of the goods, the marks necessary for the identification of the goods, statement indicating the dangerous nature, the perishable nature of the goods, if required, and the quantity of transport packages, gross weight or other quantity of the goods, all this as notified or furnished by the consignor;

(2) the apparent condition of the goods;

(3) the name and principal place of business of the multimodal transport operator;

(4) the name of the consignor;

(5) the name of the consignee if specified by the consignor;

(6) the place and date as the goods being taken in charge by the multimodal transport operator;

(7) the place of delivery of the goods;

(8) the date or period of delivery of the goods at the place of delivery if expressly agreed upon between the parties;

(9) a statement indicating whether the multimodal transport bill of lading is negotiable or non-negotiable;

(10) the place and date of issue of the multimodal transport bill of lading;

(11) the signature of the multimodal transport operator or the person authorized by the multimodal transport operator;

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(12) the freight only that is payable by the consignee including the currency payable or freight for each mode of transport or a statement indicating that freight is payable by the consignee as agreed by the parties;

(13) the intended route of transport, mode of transport and places of transshipment if known at the time of issuance of the multimodal transport bill of lading;

(14) any other particulars which the parties may agree to insert in the multimodal transport bill of lading.

In the case where any multimodal transport bill of lading issued by the multimodal transport operator does not contain all the particulars specified in paragraph one, such multimodal transport bill of lading shall still have a legal status as a multimodal transport bill of lading if it contains all the statements required for a multimodal transport bill of lading as provided in section 4.

Section 12. In the case where the multimodal transport operator does not insert any reservation specifying inaccuracies, grounds of suspicion or circumstances in which accuracy is not verifiable, as the case may be, or there is no express statement such as “Consignor’s weight, load, and count”, “Consignor-packed container”, or other words of similar import, expressly made in the multimodal transport bill of lading, it shall be presumed that the multimodal transport operator has taken in charge the goods in the conditions described in the multimodal transport bill of lading.

Section 13. If no reservation mentioned in section 12 has been inserted in the multimodal transport bill of lading and if the said multimodal transport bill of lading or electronic data of the multimodal transport bill of lading has been transmitted to the consignee or a third party who in good faith has the knowledge of and relied on the information of the said multimodal transport bill of lading, proof to the contrary is not admissible.

Section 14. Upon the issuance of a multimodal transport bill of lading, the relationship between the multimodal transport operator and the consignee in all matters

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relating to carriage of goods as described in the multimodal transport bill of lading shall be governed by the stipulations of the multimodal transport bill of lading.

Section 15. All provisions in respect of a bill of lading in the law concerning Carriage of Goods by Sea shall apply *mutatis mutandis* to the multimodal transport bill of lading.

Part 2

Duty and Liability of the Consignor

Section 16. When the goods from the consignor or other person acting on behalf of the consignor are taken in charge by the multimodal transport operator, the consignor shall be deemed to have warranted the accuracy of all particulars relating to the general nature of the goods, their marks, numbers, weight, volume, quantity of the goods to be carried and their dangerous nature informed or furnished the multimodal transport operator for insertion in the multimodal transport bill of lading.

If there is any damage resulting from the inaccuracy of the particulars mentioned in paragraph one informed or furnished by the consignor to the multimodal transport operator for insertion in the multimodal transport bill of lading, the consignor shall be liable to compensate the multimodal transport operator even though the consignor has transferred such bill of lading to a third party, however, the multimodal transport operator shall remain liable to such third party under the multimodal transport contract.

Section 17. The consignor shall mark or label the dangerous goods in accordance with international conventions or any relevant legislation or regulations as a warning that the good are dangerous.

Section 18. When the consignor hands over dangerous goods to the multimodal transport operator or any person acting on its behalf, the consignor shall inform the multimodal transport operator of the dangerous nature of such goods and the

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precautions to be taken, if any. If the consignor fails to do so and the multimodal transport operator does not have knowledge of the dangerous nature of such goods, the rights and duties of the consignor and the multimodal transport operator shall be as follows:

(1) The consignor shall be liable to all damage or expenses incurred or resulting from the transport of such goods.

(2) The multimodal transport operator or any person acting on behalf of the multimodal transport operator may at any time unload such goods from the transport conveyance, destroy or render innocuous, as the circumstances may require, without payment of compensation.

The provisions of paragraph one shall not apply to any person with knowledge of the dangerous nature of the goods at the time the goods have been taken in charge of such person.

Section 19. Even if the consignor has complied with section 18, if it later appears that the goods are dangerous or become an imminent danger to life or property or will clearly be dangerous, the multimodal transport operator or any person acting on its behalf may unload, destroy, or render such goods innocuous, as the circumstances may require, without payment of compensation, but the multimodal transport operator is still liable for its part of general average adjustment or in the case where it is liable under section 20.

Part 3

Duty and Liability of the Multimodal Transport Operator

Section 20. Subject to section 27, the multimodal transport operator shall be liable for damage resulting from loss of, damage to, or delay in delivery of the goods if the cause of such loss, damage or delay in delivery has taken place from the time the multimodal transport operator has the goods taken in charge to the time of delivery of the goods, unless the multimodal transport operator is able to prove that itself, its employees or its agents or any other person whose services it used for the performance of the

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multimodal transport contract, have taken all necessary measures to avoid the occurrence of such loss, damage or delay in delivery including the consequences therefrom.

The multimodal transport operator shall not be liable for any damage resulting from delay in delivery unless the consignor has notified the multimodal transport operator before the goods are taken in its charge that in case of delay in delivery, the multimodal transport operator shall be held liable for the damage which may occur and the multimodal transport operator has, before the goods are taken in its charge, agreed to be liable for occurrence of such damage.

Section 21. Delay in delivery is:

(1) When the multimodal transport operator does not deliver the goods within the time expressly agreed upon for the delivery to be made;

(2) When, in the absence of delivery time agreement, the multimodal transport operator has not delivered the goods within the reasonable time in which it is required to perform its duty, taking into account the circumstances of the case.

Section 22. The multimodal transport operator shall have the duty to deliver the goods as follows:

(1) If the multimodal transport bill of lading is issued in negotiable form made out to bearer, the multimodal transport operator shall deliver the goods to the person who surrenders to it any one of the original multimodal transport bills of lading.

(2) If the multimodal transport bill of lading is issued in negotiable form made out to order, the multimodal transport operator shall deliver the goods to the person who surrenders to it any one of the duly endorsed original multimodal transport bills of lading.

(3) If the multimodal transport bill of lading is issued in negotiable form made out to a named person, the multimodal transport operator shall deliver the goods to the person named in the multimodal transport bill of lading upon proof of his or her or its identity and any one of the original multimodal transport bills of lading has been surrendered to it by the said person. But if the multimodal transport bill of lading has been negotiated further in the form of To Order or Blank Endorsement, the provisions of (2) shall apply.

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(4) If the multimodal transport bill of lading is issued in non-negotiable form, the multimodal transport operator shall deliver the goods to the person whose name appears in the multimodal transport bill of lading as the consignee upon proof of his or her or its identity.

Where there is no document issued to the consignor, the multimodal transport operator shall deliver the goods to the person as ordered by the consignor or by the person who has acquired the right of the consignor or the consignee as mentioned in the multimodal transport contract.

Section 23. In the case where the consignee cannot be found, or the consignee refuses to take delivery of the goods, the multimodal transport operator shall promptly notify the consignor and ask for his or her or its instruction.

If there are circumstances preventing the multimodal transport operator from promptly notifying the consignor or from obtaining an instruction from the consignor or the consignor fails to send the instruction within reasonable time, or the dispatched instruction is impracticable, if the goods have been released from the custody of the customs under customs law, the multimodal transport operator shall be entitled to sell, destroy or otherwise deal with the goods as appropriate and necessary.

When the action provided in paragraph two has been carried out, the multimodal transport operator shall notify the consignor without delay unless it is unable to do so. If the multimodal transport operator neglects to notify the consignor, the multimodal transport operator shall be liable for the compensation for the damages incurred.

In the case where the goods have been dealt with as mentioned in paragraph two, the multimodal transport operator shall be entitled to deduct the proceeds therefrom for freight, freight accessories, and expenses incurred from such undertaking. If there is a sum of money remaining, such amount of money shall be delivered without delay to the person who is entitled to it. If the amount cannot be delivered, it shall be deposited with the Deposit Office. In the event of a shortfall, the consignor shall be liable for such deficit amount.

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In the case where the goods have been destroyed or disposed of as mentioned in paragraph two without deriving any proceeds, the multimodal transport operator shall be entitled to claim against the consignor for the expenses incurred from such disposal.

Section 24. If it appears at the time the consignee is in receipt of the goods that the goods are lost partially or damaged and if the consignee has not made any dispute in writing to the multimodal transport operator against the loss or the damaged condition of the goods received, it shall be presumed that the multimodal transport operator has precisely delivered the goods in accordance with the particulars specified in the multimodal transport bill of lading.

Where loss or damage is not apparent, the consignee shall be entitled to dispute in writing within six days from the date of receipt of the goods.

Section 25. The multimodal transport operator shall be liable for damage resulting from the act or omission of its servants or agents or other persons whose services were used for the performance of the contract, including the act of the servants and agents of such other persons which was performed in the course of employment or in the scope of agency authorization or in the affairs of such services.

Section 26. Upon the expiration of the time for delivery or the reasonable time for delivery, as the case may be, the person having the right to receive the goods shall be entitled to any one of the following rights:

- (1) to take delivery of the goods;
- (2) to take delivery of the goods and claim for damages resulting from delay in delivery; or
- (3) not to take delivery of the goods and claim for damages resulting from delay in delivery.

In the case where the time for delivery or the reasonable time for delivery has elapsed for not less than ninety days from the delivery due date, it shall be deemed that the goods are totally lost. The person having the right to take delivery of the goods

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shall be entitled to claim for compensation as if the goods are totally lost unless there is evidence indicating that such goods have not been lost.

In the case where the multimodal transport operator has paid for damages or compensation to the person having the right take delivery of the goods, the provisions concerning subrogation in the Civil and Commercial Code shall apply.

Section 27. The multimodal transport operator shall not be liable for loss, damage or delay in delivery if it can prove that such loss, damage or delay in delivery arose or resulted from:

- (1) force majeure;
- (2) willful act or negligence of the consignor, the consignee, the representative or agent of such persons;
- (3) insufficient or defective packaging, marking or quantity description of the goods;
- (4) lifting, loading, unloading, stowage of goods by the consignor, the consignee, the representative or agent of such persons;
- (5) inherent nature or latent defect of the goods;
- (6) strike, lock-out, work stoppage or any labour problems or restraints;
- (7) in the case where goods being carried by sea or internal waters, when such loss, damage or delay in delivery during the carriage has been caused by:
 - (a) willful act or negligence or error in navigation or in ship management whether committed by the master, mariner, pilot or the carrier's employees;
 - (b) fire unless the fire is caused by the fault of or with the connivance of the carrier.

However, the multimodal transport operator shall remain liable for loss, damage or delay in delivery under (7) as a result of unseaworthiness of the vessel unless the multimodal transport operator can prove that at the beginning of the voyage, as such, it had taken all measures that were required of in order to have the ship in seaworthy condition.

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Part 4

Limitation of Liability of the Multimodal Transport Operator and Computation of Damages

Section 28. Subject to the provisions of section 30, section 31 and section 32, in the case where the goods taken in charge by the multimodal transport operator have been lost or damaged, wholly or partially, the liability of the multimodal transport operator shall be limited to six hundred sixty six point six seven Special Drawing Rights per one transport package, or two Special Drawing Rights per kilogram of gross weight of the goods lost or damaged, whichever amount is higher.

In the case where the damages can be computed under section 34 and it appears that the value of the goods is lower than the amount of limitation under paragraph one, the value so computed shall apply.

Where the multimodal transport operator is liable for loss resulting from delay in delivery, or damage resulting from extraordinary circumstances other than damage caused by loss of or damage to the goods carried, the total liability of the multimodal transport operator shall be limited to an amount not exceeding the freight under the multimodal transport contract.

In the case where the multimodal transport operator is liable under paragraphs one and three, the total liability of the multimodal transport operator shall be limited to not exceeding the amount provided in paragraph one.

Section 29. In the case where the number of transport packages is specified in the multimodal transport bill of lading, it shall be deemed that the goods under such multimodal transport bill of lading are of the same quantity of the transport packages specified therein but in the case where goods packed in sack, piece, drum, cabinet, roll, crate, bale, bundle, box, item or other units named otherwise, are put together in one transport holder without specifying the number of transport packages, all goods in such transport holder shall be deemed one transport package.

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In the case where a transport holder not owned or provided by the multimodal transport operator is lost or damaged, it shall be deemed that such transport holder is a separate transport package from those put in or on such transport holder.

Section 30. In the case where the contract of multimodal transport does not include carriage of goods by sea or internal waters, the liability of the multimodal transport operator shall be limited to eight point three three Special Drawing Rights per kilogram of the gross weight of the goods lost or damaged.

Section 31. In the case where it is apparent that goods have been lost or damaged during one particular stage of multimodal transport for which there is a national law of the country in which the said goods have been lost or damaged or there is an international convention which provides the liability of the carrier to be otherwise, then the limit of the multimodal transport operator's liability for such loss or damage shall be in accordance with such national law or international convention.

Section 32. The limitation of liability of the multimodal transport operator shall not apply in the following cases:

(1) The consignor has declared to the multimodal transport operator the condition and value of the goods before they were taken in charge by the multimodal transport operator and such condition and value of the goods have been inserted in the multimodal transport bill of lading by the multimodal transport operator.

(2) The loss, damage or delay in delivery occurred as a result of an act or omission of the multimodal transport operator or its employees or agents or other persons whose services the multimodal transport operator used for the performance of the contract, with an intent to cause such loss, damage or delay in delivery or with negligence and inattention while being aware that such loss, damage or delay may have occurred.

Section 33. Subject to section 32, in the case where there are claims made against the multimodal transport operator and its employees, agents and other persons whose services the multimodal transport operator used for the performance of the

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multimodal transport contract, their total liability shall not exceed the amount of liability provided in section 28, section 30, or section 31, as the case may be.

Section 34. In the case where the goods are lost or damaged, the damages shall be computed based on the value of the goods at the time and place of delivery to the consignee or at the time and place where delivery of goods should have been made to the consignee according to the multimodal transport contract.

The computation of the value of the goods shall be made in accordance with the current commodity exchange price or if there be no such price, according to the current market price. If there is neither the commodity exchange price nor the current market price, it shall be calculated on the basis of the normal value of the goods of the same kind and quality.

In the case where the value of the goods computed in accordance with paragraph two is lower than the value specified in the multimodal transport bill of lading, the multimodal transport operator shall be liable for the value so computed, but if the computed value is higher, the multimodal transport operator shall be liable only for the value specified in the multimodal transport bill of lading.

Section 35. For the purpose of the computation of liability under this Act, the conversion of the Special Drawing Right to Thai Baht currency shall be computed in accordance with the exchange rate prevailing at the time of the computation of the damages under section 34 as announced by the Bank of Thailand.

Section 36. The parties may agree to fix the amount of limitation of liability of the multimodal transport operator to be higher than that provided in this Part.

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Part 5
Exercise of Claims

Section 37. The provisions in this Chapter shall apply to the exercise of claim against the multimodal transport operator whether on grounds of multimodal transport contract or tort, and shall apply to the exercise of claim against its employees or agents or other persons whose services the multimodal transport operator used for the performance of the contract.

Section 38. Any claim arising out of the multimodal transport, whether on grounds of multimodal transport contract or tort, is barred by prescription if no action or arbitration proceedings in Chapter 3 have been instituted for decision within nine months from the day on which the multimodal transport operator has made delivery or should have made delivery of the goods.

Within the prescription period under paragraph one, if the party against whom a claim is made has given its consent in writing bearing its signature to the effect that no time prescription shall be invoked in the case where the action is brought to Court or the dispute is referred to arbitration by the party having the right to exercise the claim, such consent is enforceable but it shall not exceed two years from the day on which the multimodal transport operator has made delivery or should have made delivery of the goods.

In the case where the party against whom a claim is made agrees to extend the period of time for the exercise of claim to the party having the right to exercise the claim by giving a consent in writing bearing its signature, it shall be deemed a consent not to invoke the time prescription and such consent shall have the same effect as in the case mentioned in paragraph two.

Chapter 2

Regulation of Multimodal Transport

Section 39. No person shall engage in multimodal transport unless it is a registered multimodal transport operator as follows:

- (1) a multimodal transport operator registered under section 41;
- (2) a multimodal transport operator registered in a foreign country recognized by Thailand by virtue of treaty or international agreement and who has applied for the authorization of registry listing with the Registrar under section 45; or
- (3) a transport operator or a multimodal transport operator in a foreign country who has appointed an agent in accordance with section 48.

Section 40. The person to become a registered multimodal transport operator under section 39 (1) shall have the following qualifications:

- (1) being a limited company or a public limited company incorporated under Thai laws and having its principal office situated in the Kingdom.
- (2) having a paid up registered capital of not less than eighty thousand Special Drawing Rights.

Section 41. Any person who wishes to apply for registration under section 39 (1) shall file an application exhibiting evidence of its qualifications under section 40 and availability of security for its liability under the contract of multimodal transport or for any other risks derived from the contracts entered into.

If the Registrar is of an opinion that the applicant possesses the qualifications and security as mentioned in paragraph one, the Registrar shall affect the registration and issue a certificate of registration within forty five days from the day the application was received.

The filing of an application, the registration and issuance of certificate of registration shall be in accordance with the criteria and procedure prescribed in the Ministerial Regulations.

If the Registrar is of an opinion that registration cannot be affected as the applicant lacks qualifications or appropriate security, the Registrar shall notify the applicant to that effect in writing without delay but not exceeding twenty days from the day the application was received.

In affecting the registration of a multimodal transport operator, the Registrar may prescribe conditions relating to the operation of multimodal transport in the certificate of registration as necessary to achieve the purpose of this Act.

Section 42. The certificate of registration of the multimodal transport operator registered under section 39 (1) shall be valid for five years from the date of issue.

The registered multimodal transport operator who wishes to renew its certificate of registration shall file an application not less than thirty days before the expiry of the certificate of registration.

After the application under paragraph two has been filed, the registered multimodal transport operator shall be able to continue to operate the multimodal transport until the Registrar has issued an order not to renew such certificate of registration.

The application for renewal of certificate of registration shall be in accordance with the criteria and procedure prescribed in the Ministerial Regulations.

Section 43. The multimodal transport operator registered under section 39 (1) shall maintain the security for its liability under the contract of multimodal transport or for any other risks derived from the contracts entered into and shall maintain the minimum assets of not less than eighty thousand Special Drawing Rights throughout the period of its engagement in multimodal transport.

The criteria and methods for determining the amount, type, size and conditions for maintaining security and assets under paragraph one shall be as prescribed in the Ministerial Regulations.

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In the case where the multimodal transport operator registered under section 39 (1) operates in its capacity as agent under section 39 (2) or (3), it shall maintain security for liability under the contract of multimodal transport or for any other risks derived from the contracts entered into including the activities carried out as agent.

Section 44. The multimodal transport operator registered under section 39 (1) who wishes to set up a branch to carry out its business activities shall apply to the Registrar for permission whereby the Registrar may grant permission with conditions to protect the interests of the service users.

Application for permit to set up a branch and the issuance of permit to set up a branch under paragraph one shall be in accordance with the criteria and procedure prescribed in the Ministerial Regulations.

Section 45. The multimodal transport operator registered in a foreign country recognized by Thailand under treaty or international agreement mentioned in section 39 (2) who wishes to operate multimodal transport in the Kingdom shall file an application for authorization of registry listing with the Registrar by exhibiting evidence of its registration in the foreign country recognized by Thailand under treaty or international agreement while appointing an agent or setting up a branch office in the Kingdom.

If the Registrar is of an opinion that the evidence exhibited by the applicant for authorization is correct, the Registrar shall affect the authorization of registry listing and issue a certificate of authorization of registry listing within thirty days from the day the application for authorization of registry listing was received.

The filing of application for authorization of registry listing, the effecting of authorization of registry listing, the issuance of certificate of authorization of registry listing, the appointment of agent and the setting up of branch office shall be in accordance with the criteria and procedure prescribed in the Ministerial Regulations.

If the Registrar is of an opinion that the authorization of registry listing cannot be affected because evidence exhibited by the applicant is incomplete, the Registrar shall notify the applicant to that effect in writing without delay but not exceeding fifteen days from the day the application was received.

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In affecting the authorization of registry listing under paragraph one, the Registrar may prescribe conditions relating to the operation of multimodal transport in the certificate of authorization of registry listing as necessary to achieve the purpose of this Act.

Section 46. The certificate of authorization of registry listing of a multimodal transport operator registered under section 39 (2) shall be valid for the same period of registration affected in foreign country but shall not exceed two years from the date of issue of the certificate of authorization of registry listing.

The registered multimodal transport operator who wishes to renew the certificate of authorization of registry listing shall file an application not less than thirty days before the expiry of the certificate of authorization of registry listing and section 42 paragraph three and paragraph four shall apply *mutatis mutandis*.

Section 47. An agent of the multimodal transport operator registered under section 39 (2) shall possess either of the following qualifications:

- (1) being a multimodal transport operator registered under section 39 (1); or
- (2) being a limited company or public limited company incorporated under Thai laws with objectives in the engagement of transport business or being a broker, an agent or a commission agent in transport business.

The agent in (2) shall maintain security for the liability of the principal under the contract of multimodal transport or for any other risks derived from the contracts entered into.

Section 48. A transport operator or multimodal transport operator in a foreign country under section 39 (3) who wishes to engage in multimodal transport operation in the Kingdom shall file an application for registration of appointment of agent with the Registrar by exhibiting evidence of its registration in foreign country together with evidence of the appointment of a registered multimodal transport operator under section 39 (1) as its agent in the Kingdom.

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If the Registrar is of an opinion that the evidence exhibited by the applicant is correct, the Registrar shall affect the registration of the appointment of an agent and issue a certificate of agency within thirty days from the day the application for the registration was received.

The filing of application for an appointment of agent, the registration of an appointment of agent, the issuance of certificate of agent appointment and the acceptance of appointment as agent shall be in accordance with the criteria and procedure prescribed in the Ministerial Regulations.

If the Registrar is of an opinion that the registration of the appointment of agent cannot be affected because the evidence exhibited by the applicant is incomplete, the Registrar shall notify the applicant to that effect in writing without delay but not exceeding fifteen days from the day the application was received.

In affecting the registration of the appointment of agent under paragraph one, the Registrar may prescribe conditions relating to the operation of multimodal transport in the certificate as deemed necessary to achieve the purpose of this Act.

Section 49. The certificate of appointment of agent of the multimodal transport operator registered under section 39 (3) shall be valid in accordance with the validity period of the agency appointment contract but not exceeding two years from the date of issue of the certificate.

The registered multimodal transport operator who wishes to renew the certificate shall file an application not less than thirty days before the expiry of the certificate and section 42 paragraph three and paragraph four shall apply *mutatis mutandis*.

Section 50. The agent of a multimodal transport operator registered under Section 39 (2) and (3) shall be jointly liable with the registered multimodal transport operator for any damage caused by breach of contract or wrongful act toward the consignor or consignee or other third party in the Kingdom.

Section 51. In the case where the Registrar issues an order refusing to affect the registration, or the authorization of registry listing or refusing to issue a certificate

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of registration under section 41, section 45 or section 48, refusing to issue a substitute for certificate of registration under section 55 or refusing to renew the certificate of registration under section 42, section 46 or section 49, the applicant shall be entitled to appeal such order to the Minister by submitting the appeal in writing to the Registrar within thirty days after receipt of the notification of the Registrar's order.

The Minister shall conclude the decision on the appeal and inform the appellant of the decision within forty five days after the day the Registrar was in receipt of the appeal.

Section 52. The registered multimodal transport operator shall submit a report of its operation to the Registrar in the form, with the criteria and at the period of time prescribed and announced by the Registrar.

Section 53. The registered multimodal transport operator shall display its certificate of registration at a conspicuous place at its principal office or branch office.

Section 54. The agent of a multimodal transport operator registered under section 39 (2) and (3) shall display the essential documents concerning the business of its principal as required by the Registrar at a conspicuous place at the agent's office.

Section 55. In the case where a certificate of registration is lost, destroyed or materially damaged, the registered multimodal transport operator shall file an application to obtain a substitute for the certificate of registration with the Registrar within fifteen days after becoming aware of such loss, destruction or damage.

The application for a substitute for the certificate of registration and the issuance of a substitute for the certificate of registration under paragraph one shall be in accordance with the criteria, procedure and conditions prescribed in the Ministerial Regulations.

Section 56. In case of moving of principal office or branch office or changing of material facts regarding any particular item in the certificate of registration, the

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registered multimodal transport operator shall inform the Registrar of the same within seven days after the day the change has taken place and the Registrar shall note such change in the certificate of registration.

Section 57. When it appears that any registered multimodal transport operator

(1) fails to maintain the security for liability or any other risks under the contract of multimodal transport or the minimum assets to be not less than eight thousand Special Drawing Rights throughout the period of operation of multimodal Transport;

(2) violates the conditions stipulated as material conditions in the certificate of registration;

(3) fails to submit the report or submits the report incorrectly or with incomplete particular items as required under section 52;

(4) fails to give convenience or render reasonable assistance to the Registrar and competent official in the performance of their duties;

the Registrar shall issue notice in writing to the multimodal transport operator requiring compliance within reasonable time.

If the registered multimodal transport operator fails to comply with the Registrar's notice in writing mentioned in paragraph one without justifiable reason, the Registrar shall have the power to order a temporary suspension of the business operation of multimodal transport for a period he or she deems fit but not exceeding sixty days from the date of the issuance of the order.

Section 58. Except for the cases prescribed in the laws concerning administrative procedure for performance of official duty, the Registrar shall have the power to revoke the certificate of registration when any of the following facts emerges:

(1) the registered multimodal transport operator has provided false information or acted fraudulently to obtain the registration;

(2) the Registrar ordered a temporary suspension of the business operation of the multimodal transport in accordance with section 57 paragraph two and the registered

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multimodal transport operator has failed more than once in one year cycle to make rectification within the period of time set by the Registrar.

(3) the registered multimodal transport operator failed to comply with the order of the Registrar or the order of other competent official having legal authority to order the return of unclaimed dangerous goods or illegal goods to the consignor and pay for the expenses incurred from such undertaking.

Section 59. The registered multimodal transport operator who has been ordered to cease operation of multimodal transport or whose certificate of registration revoked by the Registrar shall be entitled to appeal such order to the Minister by submitting an appeal in writing to the Registrar within thirty days after receipt of the notification of the Registrar's order.

The filing of an appeal does not stay the execution of the Registrar's order unless the stay of execution order is issued by the Minister.

During the deliberation of the appeal by the Minister, the registered multimodal transport operator under paragraph one shall be prohibited from continuing the operation of multimodal transport unless the multimodal transport is performed under the contract executed before the receipt of the notification of the Registrar's order.

The Minister shall conclude the decision on the appeal and inform the appellant of the decision within forty five days after the day the Registrar was in receipt of the appeal.

Section 60. Subject to section 59 paragraph two, the registered multimodal transport operator whose certificate of registration has been revoked shall return the certificate of registration to the Registrar within thirty days after receipt of the notification of the certificate of registration revocation order.

Section 61. The registered multimodal transport operator who wishes to discontinue the operation shall notify the Registrar of such wish in writing not less than ninety days before the discontinuation of the operation.

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After having made the notification of discontinuation of operation in accordance with paragraph one, the registered multimodal transport operator shall continue to perform the contracts entered into before the notification of discontinuation of operation was made but not exceeding three months from the day of discontinuation of the operation.

The registered multimodal transport operator under paragraph one shall return the certificate of registration to the Registrar within seven days after the day of discontinuation of the operation.

Section 62. The Registrar shall have the power to regulate all operations relating to multimodal transport and to appoint competent officials to ensure compliance with this Act. In the execution of this Act, the Registrar and the competent officials shall have the following powers:

(1) to enter the operation premises of the registered multimodal transport operator during normal business hours to inquire facts and inspect books of account and documents relating to multimodal transport;

(2) to summon the registered multimodal transport operator, its managers, officers and employees, its agents and its agents' employees to give statements or to order them to submit explanation of facts;

(3) to order the registered multimodal transport operator to return unclaimed dangerous goods or illegal goods to the consignor and to pay for expenses incurred from such undertaking, subject to relevant laws.

Section 63. In the course of performance of duty of the Registrar or competent officials under section 62 paragraph two, the persons concerned being present at the premises shall give reasonable convenience or assistance.

Section 64. In the performance of their duties under this Act, the Registrar and the competent officials shall be regarded as officials under the Penal Code.

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Chapter 3

Settlement of Disputes

Section 65. The parties to the multimodal transport contract may, by providing in the multimodal transport bill of lading or contract of multimodal transport, agree that a Court in any country which, according to the law of that country, has jurisdiction over civil claims arising out of multimodal transport contract or tort shall be the competent Court having jurisdiction to try and adjudicate the case.

In the case where the Court of jurisdiction is not specified for a civil action on the ground of multimodal transport contract or tort, the plaintiff, at its option, may institute an action in any of the following Courts which, according to the law of the country where the Court is situated, has jurisdiction over such case as follows:

(1) the Court in a country in which the principal office or domicile of the defendant is situated;

(2) the Court in the country where the multimodal transport contract was concluded, provided that the defendant has a place of business, a branch or agent in that country;

(3) the Court in the country where the goods were taken in charge or delivery was made by the multimodal transport operator.

However, the parties may agree in writing to bring an action to any Court which has jurisdiction over such case in accordance with the law of that country if such agreement is made after the claim has arisen.

Section 66. The plaint concerning a civil claim in the Kingdom, whether on grounds of multimodal transport contract or tort under this Act and the plaint relating to contract of carriage of goods in the Kingdom under section 5 shall be under the jurisdiction of the Intellectual Property and International Trade Court.

Section 67. The parties to the multimodal transport contract may agree in writing to refer any dispute arising out of the multimodal transport contract or tort to arbitration.

In the case where place of arbitration is specified in an arbitration agreement, the parties shall be entitled to institute arbitral proceedings at the place in the country specified in the agreement for arbitral proceedings.

In the case where no place of arbitration is specified in an arbitration agreement, the claimant shall be entitled to choose to institute arbitral proceedings at a place in any one of the following countries:

- (1) the country where the principal place of business or domicile of the opposing party is situated;
- (2) the country where the multimodal transport contract was concluded, provided that the opposing party has its office, branch or agent in that country;
- (3) the country where the goods were taken in charge of or delivery thereof was made by the multimodal transport operator.

However, the parties may agree in writing to initiate arbitral proceedings at a place in any country if such agreement is made after the claim has arisen.

Section 68. The arbitrators shall render decision on the claim arising out of multimodal transport contract or tort in accordance with Chapter 1 of this Act unless an agreement in writing has been made between the parties after the claim has arisen to apply the law of the country agreed upon to the dispute.

Section 69. Any statement or agreement in the multimodal transport bill of lading or multimodal transport contract which restricts the right to institute civil action in Court or which restricts the right to initiate arbitral proceedings in accordance with the provisions of this Act shall be null and void unless it is provided otherwise by a special law.

Chapter 4

Penalties

Section 70. Any person engaging in multimodal transport without being a registered multimodal transport operator or in violation of the order revoking its certificate of registration under section 58 shall be liable to a fine from one hundred thousand baht to one million baht, and in the event multimodal transport contract has been made, to an additional fine of fifty thousand baht for each individual contract.

In the interests of a party or the consignee, the multimodal transport operator shall have the right to perform the contract until completion.

Section 71. Any registered multimodal transport operator who does not comply with section 43 or section 47 paragraph two or violates the order suspending its operation under section 57 paragraph two, shall be liable to a fine from fifty thousand baht to five hundred thousand baht and to additional fine at a daily rate of three thousand baht throughout the period of violation.

Section 72. Any registered multimodal transport operator who does not comply with the conditions stipulated in the certificate of registration under section 41 paragraph five, section 44 paragraph one, section 45 paragraph five or section 48 paragraph five, shall be liable to a fine not exceeding two hundred thousand baht.

Section 73. Any registered multimodal transport operator who does not comply with section 52 or section 56 shall be liable to a fine not exceeding fifty thousand baht.

Section 74. Any registered multimodal transport operator who does not comply with section 60 or section 61 shall be liable to a fine not exceeding ten thousand baht.

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Section 75. Any registered multimodal transport operator who does not comply with section 53 or section 54 shall be liable to a fine not exceeding five thousand baht.

Section 76. Any person who does not give convenience to the competent official under section 63 shall be liable to a fine not exceeding five thousand baht.

Section 77. In the case where the offender liable to punishment under section 70 or section 71 is a juristic person, the managing director, managing partner, or any person responsible for the operation of such juristic person in such matter shall also be liable for the punishment prescribed for such offence, except where such person can prove that he or she was not involved in, or did not give consent to or had taken reasonable steps to prevent the offence so committed.

Section 78. After the multimodal transport operator who committed the offence under section 72, section 73, section 74, section 75 or section 76, has paid the maximum fine for such offence to the Registrar within thirty days, it shall be deemed that the case has been settled in accordance with the provisions of the Criminal Procedure Code.

Transitory Provisions

Section 79. The multimodal transport operator who has been engaging in the multimodal transport before this Act comes into force, if wishes to continue engaging in multimodal transport, shall apply for registration or authorization of registry listing within sixty days from the date this Act comes into force.

Upon applying for registration or authorization of registry listing under paragraph one, such applicant shall be able to continue engaging in multimodal transport until the Registrar issues an order denying the registration or authorization of registry listing.

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Section 80. This Act shall not apply to multimodal transport contracts made before the date this Act comes into force.

Countersigned by:

Police Lieutenant Colonel Thaksin Shinawatra

Prime Minister

Office of the Council of State

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Schedule of Fees

(1)	Certificate of Multimodal Transport Operator Registration	10,000 baht	per certificate
(2)	Certificate of Authorization of Registry Listing	8,000 baht	per certificate
(3)	Certificate of Agent Appointment Registration	8,000 baht	per certificate
(4)	Permit for setting up of branch office of multimodal transport operator registered under section 39 (1)	1,000 baht	per permit
(5)	Substitute for		
	(a) Certificate of Multimodal Transport Operator Registration	500 baht	per certificate
	(b) Certificate of Authorization of Registry Listing	500 baht	per certificate
	(c) Certificate of Agent Appointment	500 baht	per certificate
(6)	Registration Application	500 baht	per application
(7)	Authorization of Registry Listing Application	500 baht	per application
(8)	Agent Appointment Application	500 baht	per application
(9)	Application for Certificate of Registration Renewal	500 baht	per application
(10)	Application for Permit for setting up of branch office of multimodal transport operator registered under Section 39 (1)	500 baht	per application
(11)	Other Applications	200 baht	per application

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