

INLAND TRANSPORT COMMITTEE

**Working Party on the Transport
of Dangerous Goods**

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“DELIVERY-SALE” TRANSPORT

Transmitted by the Government of Austria

1. Problem

In TRANS/WP.15/2004/28 Spain described “delivery-sale” transport as follows: “For example, a carrier loads butane cylinders and goes round several villages before returning to his point of departure. In the villages he stops on request and furnishes butane cylinders to private individuals.” We have to add, that at the same time he collects the empty ones.

It was pointed out that the main problem arising from this practice is to carry a transport document on the transport unit which indicates the consignee(s) and the correct status of the load.

2. Two possible ways to find an easy solution:

2.1 The customers are the final consignees but they do not need to be entered in the transport document.

2.1.1 Who is the consignee?

"Consignee" means the consignee according to the contract for carriage. If the consignee designates a third party in accordance with the provisions applicable to the contract for carriage, this person shall be deemed to be the consignee within the meaning of ADR. If the transport operation takes place without a contract for carriage, the enterprise which takes charge of the dangerous goods on arrival shall be deemed to be the consignee. (1.2.1 ADR)

This is helpful to identify the person bearing the obligations in 1.4.2.3 ADR, but it only works when the transport is finished. Then you know for sure whether someone has been designated or who has taken charge of the dangerous goods on arrival. Yet the transport document is required before this. We therefore see that the information which has to be entered in the document might differ from the finally correct one.

2.1.2 What does this mean for the problems mentioned above?

In the example given the merchant starts his journey with a load of gas cylinders. He hopes to sell as many as possible of them but he does not know who really will get any. Since he does so on his own charge without a contract for carriage he enters himself as (potential) consignee

of the (whole) load. After selling parts of it he corrects the quantity as well as the number of the returned empty cylinders using a table preferably.

It is not necessary to enter the customer then because the transport to him is over and the document contains the new and correct although again provisional data. The aim of it is the present and not a permanent documentation. So at the end of the journey the merchant comes back to his location and now indeed he is the consignee of what the vehicle carries and what is equally indicated in the transport document.

2.2 The customers are not consignees.

The sale has nothing to do with the transport. The merchant goes to a certain place and offers his goods. If he stayed on the market place for two or three hours no one would consider his customers to be consignees. To stop in front of a house to offer the goods to the people living or working in it does not really change the situation. Wherever he goes, it is always the merchant who is the consignee. Again he only has to enter himself in the transport document and to update the load as described above.

3. Conclusion

The system works on its own. Changes of the regulations to make it possible to fulfil them are not required. Neither restrictive definitions nor restrictive provisions seem to be necessary.
