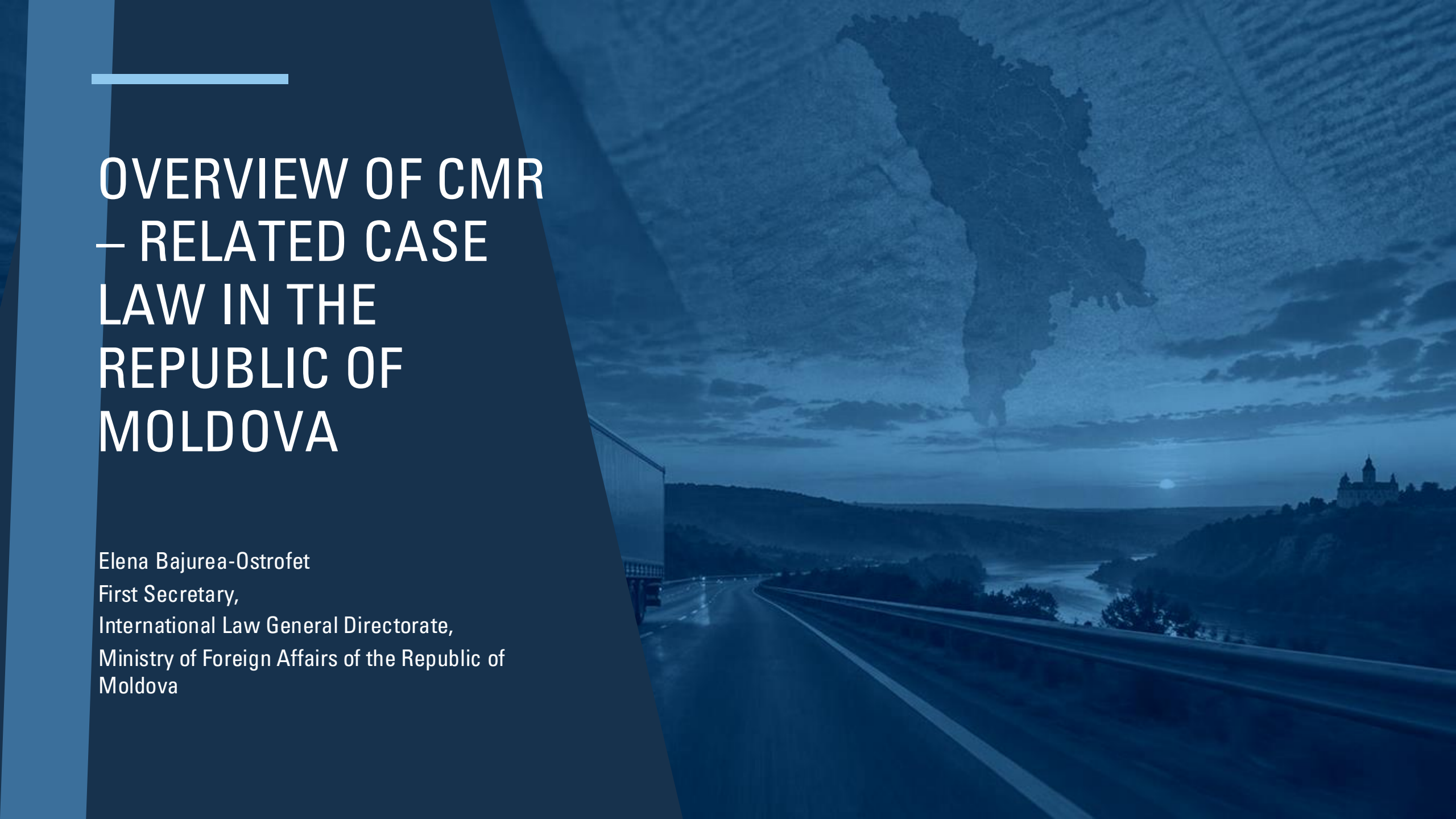




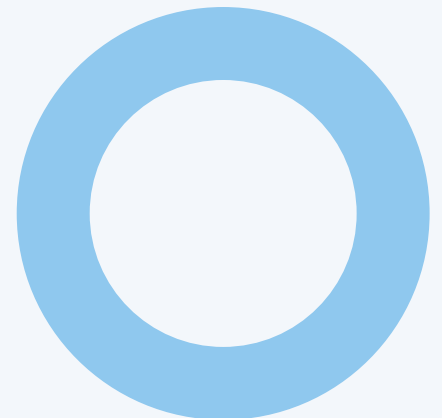
OVERVIEW OF CMR – RELATED CASE LAW IN THE REPUBLIC OF MOLDOVA

Elena Bajurea-Ostrofet
First Secretary,
International Law General Directorate,
Ministry of Foreign Affairs of the Republic of
Moldova

GLOBAL IMPORTANCE OF THE CONVENTION



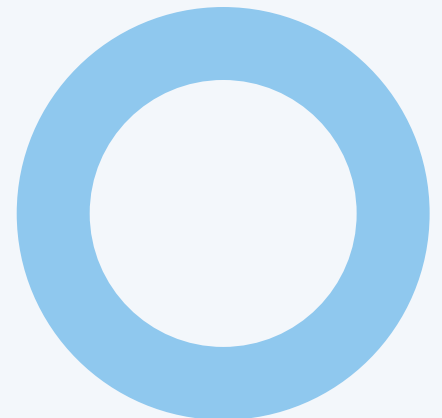
IN 2024, THE UNITED KINGDOM
TRANSPORTED **5.7 MILLION TONES OF
GOODS** THROUGH INTERNATIONAL ROAD
FREIGHT TRANSPORT OPERATIONS,
CARRIED OUT BY **9,654 ENTERPRISES**
ACTIVE IN THIS SECTOR.





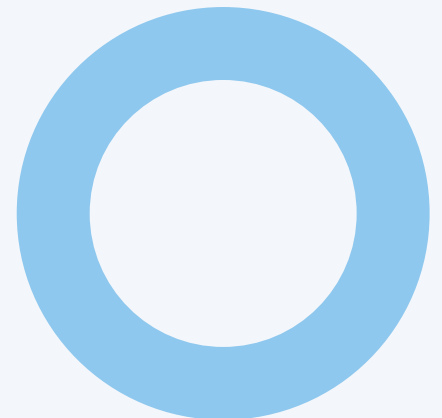
IN 2025, THE **EUROPEAN UNION**
RECORDED A FREIGHT TRANSPORT
PERFORMANCE OF **1,886 BILLION TONE-
KM.**

DURING THE PERIOD FROM **AUGUST 2025 TO AUGUST 2026**, ACCORDING TO DATA PUBLISHED BY THE **U.S. BUREAU OF TRANSPORTATION STATISTICS**, GOODS WITH A TOTAL WEIGHT OF **33,121,671,113 KG** WERE TRANSPORTED THROUGH THE **LAREDO, TEXAS BORDER CROSSING**, LOCATED ON THE BORDER BETWEEN **MEXICO AND THE UNITED STATES**, ALONE.



THE INTERNATIONAL ROAD FREIGHT TRANSPORT
MARKET IN THE **ASEAN REGION** IS ESTIMATED AT **USD**
46.32 BILLION FOR 2026, COMPARED TO **USD 43.3**
BILLION IN 2025.

EXPERTS FORECAST SUBSTANTIAL GROWTH, WITH THE
MARKET EXPECTED TO REACH **USD 64.92 BILLION** BY
2031.

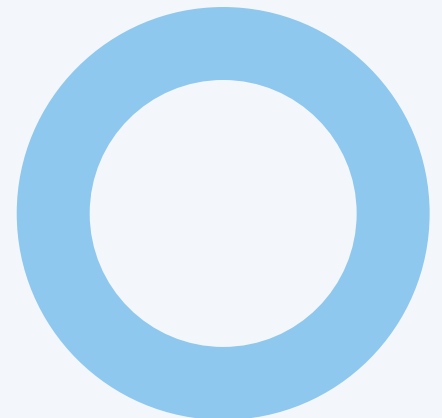


IMPORTANCE OF THE CONVENTION FOR THE REPUBLIC OF MOLDOVA

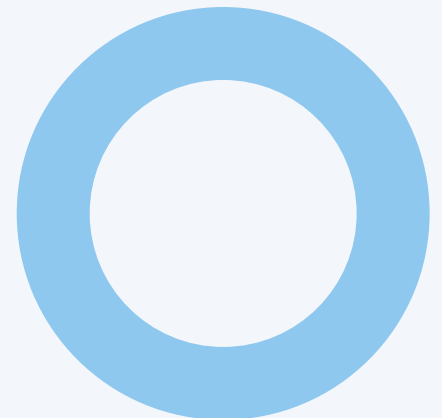




THE REPUBLIC OF MOLDOVA ACCEDED TO
THE PRESENT CONVENTION BY VIRTUE OF
PARLIAMENT DECISION NO. 1318/1993.



THE **INTERNATIONAL ROAD TRANSPORT
ASSOCIATION OF MOLDOVA (AITA)**
COMPRISES **51 MEMBERS** ACTIVELY
ENGAGED IN INTERNATIONAL ROAD
FREIGHT TRANSPORT OPERATIONS.



In 2024, there were 90,478 registered trailers and semi-trailers in the Republic of Moldova, while in 2025 the number increased to 93,995 trailers and semi-trailers.

In 2024, there were 205,987 vehicles registered for freight transport operations, whereas in 2025 the number had risen to 215,871 vehicles.

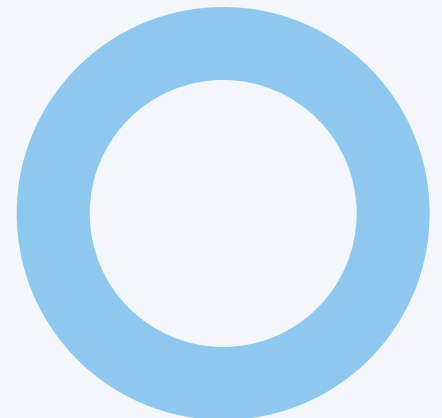


In **2025** the NBS recorded a total of **48,509.4 thousand tones of goods transported by road**, compared to **44,729.2 thousand tones** transported in **2024**.

In **2025**, road transport was the predominant mode used for **exports of goods**, accounting for **79.4% of total exports**.



THE CMR CONVENTION HAS ELIMINATED
CONFLICTS OF LAWS AND THE
FRAGMENTATION OF NATIONAL LEGAL
FRAMEWORKS.

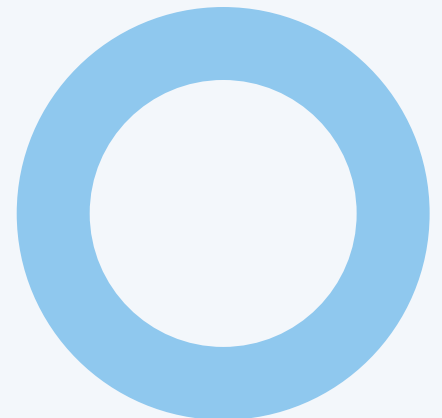




THROUGH ARTICLE 23 OF THE
CONVENTION, THE CONVENTION HAS
ENABLED THE DEVELOPMENT OF
SPECIALIZED CMR LIABILITY INSURANCE
SCHEMES.



THE CMR CONSIGNMENT NOTE CONSTITUTES PRIMA
FACIE EVIDENCE, UNLESS PROVEN OTHERWISE, OF THE
CONTRACTUAL TERMS, THE CARRIER'S RECEIPT OF THE
GOODS, AND THE APPARENT CONDITION THEREOF
(ARTICLE 9).



IMPORTANCE OF THE E-CMR PROTOCOL

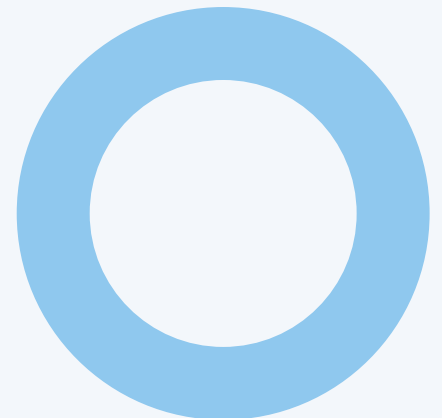




Streamlined management – once the consignment note has been completed and uploaded to the system, its issuance is automatically confirmed electronically and becomes readily accessible to all parties involved in the transport process.

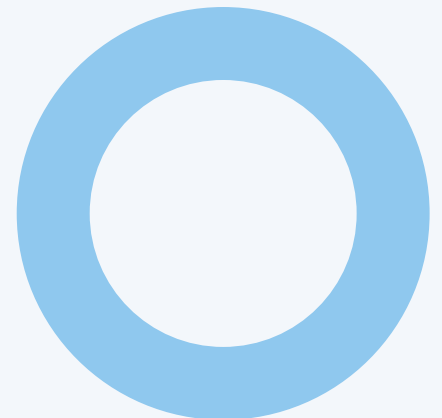


Time optimization – the elimination of physical document handling, multiple data-entry errors and postal dispatches may save operators tens of millions of working hours annually. The **IRU** estimates that the full implementation of e-CMR could generate annual savings of between **75 and 102 million working hours**, equivalent to approximately **50,000 full-time jobs**.





Enhanced payment processing – through e-CMR, digital confirmation is transmitted instantaneously to all parties within the logistics chain, enabling immediate invoicing and reducing payment processing periods that would otherwise extend over several days or even weeks.





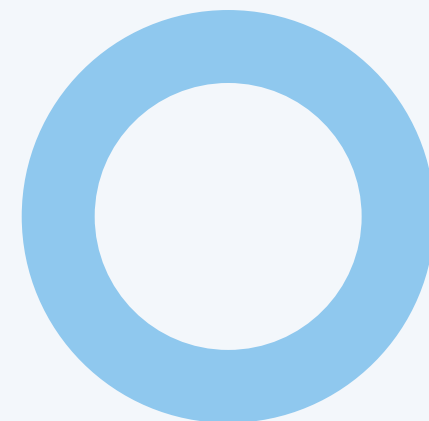
Accessible verification procedures –
drivers can present the relevant
documentation to the competent authorities
directly from a mobile device, including a
smartphone.

IMPORTANCE OF THE E-CMR PROTOCOL FOR THE REPUBLIC OF MOLDOVA





THE REPUBLIC OF MOLDOVA ACCEDED TO
THE ADDITIONAL PROTOCOL TO THE CMR
CONVENTION NINE YEARS AFTER ITS
ADOPTION, THROUGH **LAW NO. 275/2017.**



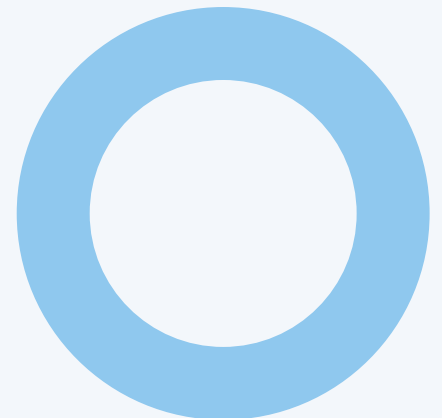


Digital systems for the preparation, verification, and issuance of transport documents. Since 1 April 2026, the **CEMT Digital System** has become mandatory for all international road freight transport operators. Consequently, the **National Road Transport Agency (ANTA)** now monitors the use of multilateral CEMT permits exclusively in digital format.



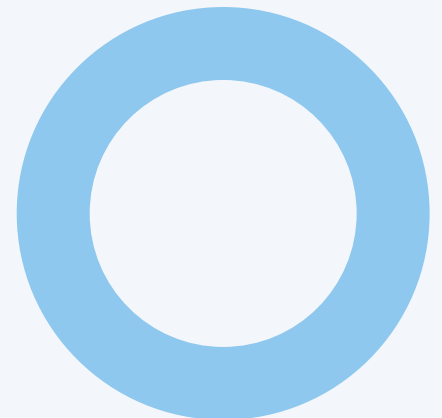
Interoperability with the Customs Service (Green Lanes)

- Data pre-validated through the e-CMR system enables the **Customs Service of the Republic of Moldova** to implement the concept of “green lanes”.





Reduction of transit times – Given the country's predominantly agricultural profile, which entails the frequent transportation of food products, often of a perishable nature, prolonged waiting periods at border crossing points increase the risk of deterioration in both the value and quality of the goods, potentially resulting in the inability to deliver the cargo to the consignee.

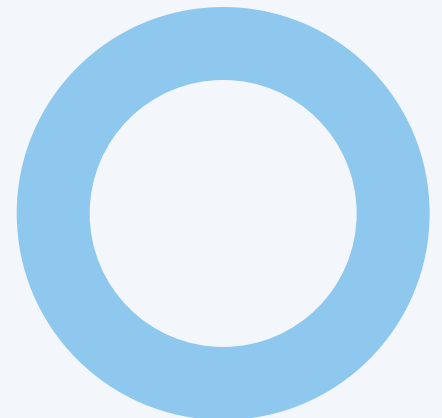




Immediate mitigation of the consequences arising from partial or total non-performance of contractual obligations – In particular, where goods are delivered in a damaged condition, the consignee in the European Union may electronically record an appropriate reservation within the e-CMR system.



Immediate payment processing – Under the traditional paper-based system, a transport undertaking would receive payment from its European customer only after the driver had returned from the transport operation and physically submitted the duly stamped original proof of delivery.



The slide features a dark blue background on the left side, which is separated from the white background on the right by a diagonal line. A lighter blue diagonal stripe runs parallel to this line. Two horizontal lines are present: a thin light blue line in the upper left and a thin black line spanning the top of the white area. The text 'RELEVANT CASE LAW' is written in white, bold, uppercase letters on the dark blue background.

RELEVANT CASE LAW

CASE NO. 1 – FAILURE TO PAY TRANSPORTATION CHARGES

Between the parties to the contract, A, the consignor, and B, the carrier, Contract No. 878/1 was concluded, pursuant to which B was to transport a certain category of goods from the Federal Republic of Germany on behalf of consignor A. The carrier submitted supporting documents evidencing the existence of the contractual obligations, under which the defendant was required to pay the outstanding amount of **MDL 71,577.45**, together with **default interest in the amount of MDL 7,010.67**.

The first instance court ruled in favour of the carrier and ordered the consignor to pay the above-mentioned amounts, together with the legal costs.

The Court of Appeal set aside the judgment of the court of first instance, upheld the counterclaim filed by A, and ordered B to pay the legal costs, lost profits in the amount of **EUR 2,900**, and a penalty of **EUR 1,200**, which the consignor alleged to have incurred as a result of B's failure to perform its obligation to transport the goods arising under Contract No. 878/1.

The Supreme Court of Justice quashed the judgment of the Court of Appeal and upheld the judgment of the court of first instance.

CONCLUSION OVER CASE NO. 1

The consignor failed to comply with the provisions of the CMR Convention, in particular the legal rules set forth in Articles 6 and 7 thereof concerning the payment obligation.

CASE NO. 2 – WILLFUL MISCONDUCT OF THE CARRIER

An international road carriage contract was concluded between the contracting parties, **C**, the consignor, and **D**, the carrier, under which D undertook to transport a specific consignment consisting of saplings. In return, C agreed to pay carriage charges in the amount of **EUR 1,550**.

As C refused to pay the carriage charges, D filed a statement of claim seeking recovery of the outstanding amount. In response, C lodged a counterclaim seeking compensation for damages allegedly caused by the carrier in the amount of **EUR 16,380**.

In support of its counterclaim, C argued that the saplings had been transported under improper conditions. Specifically, the consignor stated that it had informed the carrier of the requirement that the saplings be transported at a temperature of **+2°C to +4°C**. It was established that, upon opening the refrigerated trailer delivering **4,545 apple saplings**, the temperature inside the trailer was **+11°C**, rather than **+2°C** as required under the contractual arrangements.

The truck driver acknowledged that he had been carrying two different cargoes requiring different temperature regimes, one at **+2°C** and the other at **+13°C**. He therefore decided to transport both consignments at a temperature of **+11°C**. The duration of the carriage was **five days**.

CASE NO. 2 – WILLFUL MISCONDUCT OF THE CARRIER

The first instance court partially upheld D's claim and fully upheld the counterclaim filed by C. Accordingly, the court ordered C to pay **MDL 25,592.98**, court costs in the amount of **MDL 767.78** representing the state duty paid upon filing the statement of claim, and **MDL 4,000** in legal assistance costs. The court further ordered D to compensate C for material damages in the amount of **EUR 16,380**, D was also ordered to reimburse C for the state duty paid in the amount of **MDL 8,655**.

By a judgment of the Court of Appeal, the case was remitted for re-examination on the merits. Upon rehearing, D's claim was dismissed as unfounded, while the consignor's counterclaim was upheld in full. D was ordered to pay C material damages in the amount of **EUR 16,380**, the state duty in the amount of **MDL 8,655**, and legal assistance costs in the amount of **MDL 14,000**. D's subsequent appeal was dismissed as unfounded.

The Supreme Court of Justice upheld the second judgment of the Court of Appeal.

CONCLUSION OVER CASE NO. 2

The carrier is not entitled to rely on provisions excluding or limiting liability, or shifting the burden of proof, where the damage was caused by the carrier's willful misconduct or by fault attributable to the carrier. This principle is established under **Article 29(1)** of the Convention.

The consignor failed to comply with the provisions of the **CMR Convention**, particularly **Article 17(1)** thereof, concerning the carrier's liability for damage to the goods. Pursuant to **Article 25(1)** of the Convention, in the event of damage, the carrier is liable for compensation corresponding to the depreciation in value of the goods.

CASE NO. 3 – LOSS OF THE GOODS

An international road carriage contract was concluded between the contracting parties, **E**, the consignor, and **F**, the carrier, pursuant to which F undertook to transport the goods on behalf of the consignor from **Poland** to the **Republic of Moldova** within **96 hours** from the time the goods were loaded.

For reasons that remain unknown, the carrier disappeared together with the goods entrusted to it for carriage, namely **20.5 tones of coffee**. As a result, E sustained losses corresponding to the value of the goods, amounting to **EUR 60,752.16**.

CASE NO. 3 – LOSS OF THE GOODS

The first instance court ordered the recovery of the outstanding debt in the amount of **EUR 60,752.16** and court fees in the amount of **MDL 37,463.89**. The disappearance of the goods was classified, pursuant to domestic law, namely Article 1452 of the Civil Code of the Republic of Moldova, under the presumption of loss of property, as lost goods.

The Court of Appeal quashed the judgment of the court of first instance and dismissed the claim as unfounded.

The Supreme Court of Justice, however, found that the appellate court, in rendering its decision, had misinterpreted the applicable substantive law and incorrectly assessed the evidence contained in the case file. It was subsequently established that **F**, in turn, had entered into an international contract for the carriage of goods by road with **G**, who failed to perform the obligation to transport the goods. At the same time, **E** had also entered into a similar contract with **H**, under which the latter undertook to transport the goods in question. The documentary evidence subsequently confirmed that **G** had appeared at the loading point and taken possession of the goods, but had failed to reach the designated border crossing points.

CASE NO. 3 – LOSS OF THE GOODS

Furthermore, E and H entered into a settlement agreement, whereby the claim in the amount of MDL 1,334,415.12 (EUR 60,752.16) was discharged. Ultimately, **the Supreme Court of Justice** quashed in its entirety the judgment of the Court of Appeal and upheld the judgment of the court of first instance.

Thus, **the Supreme Court of Justice** confirmed that F could not rely, as a defense excluding contractual liability, on the fact that it had subcontracted the performance of its obligations to a third party. The existence of the contract concluded between E and F constituted the legal basis of F's obligation to transport the goods for E, irrespective of the fact that the goods were actually lost by G. Once the goods had been loaded in accordance with the contractual arrangements between E and F, F became liable towards E under the contract.

CONCLUSION OVER CASE NO. 3

The courts of the Republic of Moldova, by way of analogy, characterized the disappearance of the goods as a loss thereof, with reference to the relevant provisions of domestic civil law. Nevertheless, the domestic legal provision in question reflects the rule set out in **Article 17(1) of the CMR Convention**.

F could not rely on **Article 34 of the Convention** as a defense. Under that provision, where carriage governed by a single contract is performed successively by several road carriers, each of them assumes liability for the performance of the entire carriage, with the second carrier and each succeeding carrier becoming parties to the contract upon taking over the goods and the consignment note, subject to the conditions set out therein.

THANK YOU
FOR YOUR
ATTENTION!!!

