

## **Extract of the implementing regulation – unloading (State: May 2024)**

### **Article 6.03**

#### *Attestation of unloading*

*Amended by Resolutions CDNI 2012-I-2, CDNI 2021-I-5 and CDNI 2023-I-5*

- (1) Any vessel that has been unloaded within the geographical jurisdiction of the present Convention must have on board a valid attestation of unloading that complies with the model in Appendix IV.

This attestation of unloading must be kept on board for at least six months after its issue.

Where this is a vessel with neither a wheelhouse nor accommodation, the attestation of unloading may be kept by the carrier in a place other than on board.

- (1b) An attestation of unloading in electronic format may be used when:

- a) data protection is ensured in accordance with regulation (EU) 2016/679<sup>1</sup> (the General Data Protection Regulation), in its current version, or in accordance with the comparable requirements of the Swiss Confederation;
- b) there is provision for an unfalsifiable signature in accordance with regulation (EU) No. 910/2014<sup>2</sup> (eIDAS), in its current version, or in accordance with the comparable requirements of the Swiss Confederation;
- c) data security is ensured by implementing the corresponding demands of the requirements referred to in (a) thereby also preventing unauthorised access;
- d) the attestation of unloading is guaranteed to be verifiable aboard or in the vessel operator's registers;
- e) there is guaranteed verifiability, in the registers, of the identity of the person who generated the attestation of loading, and of the reception station operator.

It must be possible to provide the competent authorities' agents with the attestation of unloading upon request. The attestation of unloading may be provided in a readable electronic format.

- (2) When unloading the residual cargo and depositing and receiving cargo-related waste, the unloading standards and the requirements of Appendix III concerning deposit and reception shall apply.
- (3) After loading, the vessel may not continue its journey until the boatmaster has satisfied himself that the handling residues have been removed.
- (4) After unloading, the vessel may not continue its journey until the boatmaster has confirmed in the attestation of unloading that the residual cargo and the handling residues has been taken care of.

- (4a) The craft may only continue its journey after unloading on the following conditions:

---

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

<sup>2</sup> Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC

- The consignee or, if the consignee or charterer is availing itself of a handling facility, the handling facility operator has presented an unloading certificate (Article 7.08);
  - The boatmaster has confirmed by signing Part 2 a) of the unloading certificate that all the measures relating to the unloading of the craft have been completed as stated by the consignee or the handling facility in fields 1 to 10. This includes the assignment of a collection point for receiving the craft's waste or vapours (Article 7.01 (1)).
- (4b) During the voyage the boatmaster shall be obliged to elucidate the following information in Part 2 b) of the unloading certificate by means of a signature:
- whether wash water has been produced (in the course of washing during the voyage);
  - what quantity of wash water has been produced on board and where it is stored;
  - whether a compatible following cargo was present after leaving the handling facility (Article 7.04(3)(c)).
- (5) Aboard craft conducting exclusive transport operations, only the removal and receipt of handling residues apply.
- (6) If cargo holds or cargo tanks are washed and if the wash water produced in the process is not permitted to be discharged into the river in accordance with the unloading standards and the deposit/reception regulations in Annex III, the vessel may only resume its voyage once it has been confirmed in the unloading certificate:
- that the handling facility has received the wash water; or
  - the boat master was assigned a collection point and
  - The boatmaster has stated whether the cargo holds or cargo tanks had been washed during the voyage.”
- (7) Paragraphs 1 and 4 do not apply to vessels used for:
- a) transporting containers,
  - b) transporting mobile cargo (ro-ro), break bulk and heavy cargo and large equipment,

Paragraphs 1 and 4 do not apply to vessels used solely for:

- a) delivering fuels, drinking water and shipboard supplies to seagoing and inland navigation vessels (supply vessels),
- b) collecting oily and greasy waste from seagoing and inland navigation vessels,
- c) transporting liquefied gases (ADN type G),
- d) transporting liquid sulphur (at 180 °C), cement powder, fly ash and comparable loads that are carried as bulk material or a pumpable cargo, employing an appropriate and dedicated system for loading, unloading and storing the cargo onboard,
- e) transporting sand, gravel or dredged material from the dredging location to the place of unloading.

This provision shall not apply to the carriage of mixed cargoes using such vessels.

Should equivalent conditions exist, the competent authority may, on a case by case basis, exempt a vessel from applying paragraphs 1 and 4 when engaged in special transport operations. Proof of this exemption is to be carried on board the vessel.

- (8) Paragraphs 1 and 4 also shall not apply to transport movements entailing unloading into a seagoing vessel. The boatmaster shall be required to provide evidence of this unloading in the form of the relevant transport documents and present the papers to the supervisory authorities on request.

## CHAPTER VII

### Obligations incumbent on the carrier, the charterer, the consignee, and on the operator of the handling facility

#### **Article 7.01**

##### *Attestation of unloading*

*Amended by Resolution CDNI 2017-I-5*

- (1) In the attestation of unloading referred to in Article 6.03 above, the consignee shall attest to the vessel the unloading of the cargo, the unloading of residual cargo, and, insofar as is incumbent on him, the washing of the holds or cargo tanks and reception of cargo-related waste or, as appropriate, the assignment of a reception station. He shall retain a copy of the attestation of unloading, completed and signed by him and the boatmaster, for at least six months after it has been issued.
- (2) If the consignee does not himself collect the wash water that may not be discharged into the waterway, the operator of the reception station shall attest to the vessel the reception of the wash water. He shall retain a copy of the attestation of unloading, completed and signed by him, the consignee and the boatmaster, for at least six months after it has been issued.

#### **Article 7.02**

##### *Making the vessel available*

*Amended by Resolution CDNI 2015-II-3*

- (1) The carrier shall make the vessel available to the charterer under an unloading standard such that the cargo may be transported and delivered unimpaired. As a general rule, this means the "swept hold" or "stripped tank" unloading standard, with the vessel free of any handling residues.
- (2) A more demanding unloading standard or washing may be agreed in advance, in writing. A copy of the corresponding agreement must be kept on board the vessel at least until the attestation of unloading has been drawn up after the vessel has been unloaded and cleaned.
- (3) When loading operations commence, the vessel is deemed to have been made available by its operator in a condition that corresponds to the demands provided for in paragraph 1 or 2 above.

#### **Article 7.03**

##### *Loading and unloading*

- (1) The loading and unloading of a vessel also include the measures necessary for the discharge of residual cargo and wash water, provided for by the provisions of this Part B. Residual cargo must, as far as possible, be added to the cargo.
- (2) When loading, the charterer must ensure that the vessel remains free of handling residues. Should such residues be produced nevertheless, the charterer shall ensure their removal after loading, unless otherwise agreed.

- (3) When unloading, the consignee must ensure that the vessel remains free of handling residues. Should such residues be produced nevertheless, the consignee shall ensure their removal. Handling residues must, as far as possible, be added to the cargo.

#### **Article 7.04<sup>1</sup>**

##### *Return of the vessel*

*Amended by Resolution CDNI 2016-I-5 and CDNI 2023-I-5*

- (1) For dry cargoes, the consignee must ensure that, after unloading, the hold is returned in a swept or vacuumed condition in accordance with the unloading standards and the requirements concerning deposit and reception set out in Appendix III. He shall be required to collect any residual cargo and any handling residues produced on board the unloaded vessel.

For liquid cargoes, the charterer must ensure that, after unloading, the tank is returned in a stripped condition. Unless provided for otherwise in the transport contract, the boatmaster shall carry out the unloading, including the unloading of residual cargo, using a stripping system. The piping intended for collecting residual cargo must be fitted with a connection system that complies with Model 1 in Appendix II. When the on-board stripping system is being used, the counter-pressure in the piping system of the consignee, before the stripping operation commences, must be less than 3 bars. The operator of the handling facility shall be required to receive the residual cargo.

- (2) The obligation to return the hold or tank in a washed condition shall be incumbent on the consignee in the case of a dry cargo and on the charterer in the case of a liquid cargo if the vessel has transported goods for which the cargo residues mixed with the wash water may not be discharged into the waterway by virtue of the unloading standards and deposit and reception requirements referred to in Appendix III.

Furthermore, the persons responsible referred to in the first sentence above must return the hold or tank washed if it was in washed condition before loading in accordance with the agreement referred to in Article 7.02 (2).”

- (3) a) Paragraphs 1 and 2 do not apply to cargo holds and cargo tanks of craft conducting exclusive transport operations if in the case of a following cargo the vapours were collected by the handling facility in accordance with Annex IIIa and not released into the atmosphere. The carrier must be able to corroborate this in writing. In this case, field 6a) of the unloading certificate needs to be ticked. The evidence is to be kept on board.
- b) Paragraph 2 shall not apply to the holds and cargo tanks of vessels carrying out compatible transport operations provided that during a subsequent loading, the vapours within the meaning of Appendix IIIa are collected by the handling facility and not released into the atmosphere. The carrier shall be able to provide documentary proof. In this case, box 6b of the attestation of unloading needs to be ticked. The document must be retained on board until the next compatible cargo is unloaded.

---

<sup>1</sup> See Resolution CDNI 2016-I-4.

The provisions of Appendix IIIa shall no longer apply if, once unloading is complete and before leaving the handling facility, the boatmaster can prove

- that, for each separate cargo tank, the three subsequent cargoes consisted of a product that does not fall under the prohibition set out in Appendix IIIa, if the tanks were filled to at least 50%, or
  - that each separate cargo tank was filled to at least 95% with a product that does not fall under a prohibition set out in Appendix IIIa, or
  - that the vapours were collected in accordance with the conditions laid down in Appendix IIIa.
- c) If the next cargo is unknown at the time of unloading, but will in all probability be a compatible cargo, the application of paragraph 2 may be deferred. The charterer (in the case of a liquid cargo) or consignee (in the case of a dry cargo) shall designate a provisional reception station for the wash water or the degassing, which shall be entered in the attestation of unloading. Box 6c of the attestation of unloading also needs to be ticked.

If the compatibility of the next cargo is established and can be demonstrated before the carrier reaches the reception station indicated in the attestation of unloading, this shall be noted in 13 of the attestation of unloading. Further, if during the next unloading operation, it is possible to collect the vapours that under the provisions of Appendix IIIa (tables I to III) may not be released into the atmosphere, the boatmaster shall indicate this in 13 of part 2 b) of the attestation of unloading. In this case, washing or degassing is not required. If this is not the case, the provision relating to washing or degassing shall apply in full.

The documentary proof related to the next cargo needs to be retained on board until the next compatible cargo is unloaded.

The provisions of Appendix IIIa shall no longer apply if, once unloading is complete and before leaving the handling facility, the boatmaster can prove

- that, for each separate cargo tank, the three subsequent cargoes consisted of a product that does not fall under the prohibition set out in Appendix IIIa, if the tanks were filled to at least 50%, or
  - that each separate cargo tank was filled to at least 95% with a product that does not fall under a prohibition set out in Appendix IIIa, or
  - that the vapours were collected in accordance with the conditions laid down in Appendix IIIa.
- (4) If, on completion of the agreed loading duration or agreed number of lay days, the consignee or the charterer does not return the vessel in compliance with the provisions of the present Article and those of Article 7.03 above, the carrier may put the vessel in the prescribed condition or have this done. All costs incurred, including consequential demurrage costs, unless the costs are for the carrier's account, shall be borne by the consignee or the charterer.

**Article 7.05***Cargo residues and wash water*

- (1) For dry cargoes, the consignee shall be required to receive the wash water produced after washing in compliance with paragraph 2 of Article 7.04 or, after consultation with the carrier, to assign a reception station to the boatmaster.
- (2) For liquid cargoes, the charterer shall be required, in the transport contract, to assign the carrier a reception station for the wash water produced after washing in compliance with paragraph 2 of Article 7.04.
- (3) The reception station should be located near the handling facility or en route to the vessel's next place of loading or unloading.

**Article 7.06***Cost*

- (1) For dry cargoes, the cost incurred in discharging remnants and washing holds in accordance with Article 7.04 above and in receiving wash water in accordance with paragraph 1 of Article 7.05 above, including any costs incurred by waiting time and detours as a consequence, shall be borne by the consignee. The same shall also apply in respect of the costs incurred for rainwater that has penetrated the holds after loading has commenced and before completion of the unloading referred to in paragraph 1 of Article 7.03, where there has been no agreement to transport the cargo in a covered hold.

In the case of exclusive transport for the same charterer, the latter shall be required to collect, at his expense, prior to loading, the rainwater that has penetrated the holds since the end of the previous unloading.

- (2) For liquid cargoes, the cost incurred in discharging remnants and washing cargo tanks in accordance with Article 7.04 and in receiving wash water in accordance with paragraph 2 of Article 7.05 above, including if appropriate the resulting cost of waiting and detours, shall be borne by the charterer.
- (3) The cost of depositing wash water from the holds and cargo tanks that do not comply with the prescribed unloading standards shall be borne by the carrier.

**Article 7.07***Agreement between the charterer and the consignee*

The charterer and the consignee may also agree between themselves a distribution of their obligations that is different to that provided for in the present Annex on condition that this does not impact on the carrier.

**Article 7.08**

*Transfer of rights and obligations incumbent on the charterer or the consignee to the operator of the handling facility*

If the charterer or the consignee makes use of the services of a handling facility when loading or unloading a vessel, the operator of this installation shall subrogate the rights and obligations incumbent on the charterer or the consignee referred to in paragraph 1 of Article 7.01, and in Articles 7.03, 7.04 and 7.05. As regards Article 7.06, such subrogation shall only apply to the cost of the removal and reception of the handling residues.

**Article 7.09**

*Transport documents*

*Amended by Resolution CDNI 2023-I-5*

The charterer shall provide the following information in the transport order and in the transport documents:

- the name and four-digit number as per Annex III for each type of goods which he has ordered to be transported, and
- the UN number as per Annex IIIa and
- the variable AVFL value (depending on the composition of the mixture) if it is not stated in column 3 of tables I to III in Annex IIIa.