

## The CMR Convention in the Baltic States: Legal Practice

In the contemporary globalised world, international goods transport represents a fundamental aspect of trade. The CMR Convention (Convention on the Contract for the International Carriage of Goods by Road) plays a pivotal role in this context, establishing uniform regulations for cross-border road transport. However, what occurs when the CMR Convention does not automatically apply by law? Is it possible for parties in the Baltic States of Latvia, Estonia, and Lithuania to agree to apply the CMR Convention contractually? The answer is yes but with certain conditions.

### Latvia: Freedom with Limits

In Latvia, parties can agree to apply the CMR Convention through a contractual agreement even if it does not automatically apply under Article 1.1 of the CMR Convention. However, this agreement must not contravene mandatory provisions of the Latvian Law on the Carriage by Road. This implies that while the parties enjoy a high degree of contractual freedom, they must ensure that their agreement aligns with the mandatory legal framework.

### Estonia: No Prohibitions, Some Conditions

In Estonia, there are no national laws prohibiting parties from agreeing to the application of the CMR Convention. The contracting parties are at liberty to incorporate the CMR rules into their agreements, provided that these rules do not contravene the mandatory provisions of the Estonian Road Transport Law. This legal environment facilitates the utilisation of the CMR Convention through the use of explicit contractual terms.

### Lithuania: Clear Expression Required

The Civil Code of the Republic of Lithuania allows parties to choose the applicable law by agreement. Therefore, when concluding a contract for the carriage of goods or freight forwarding, parties may agree that the CMR Convention will govern their relations, provided that this does not conflict with the mandatory rules of Lithuanian law. The intention to apply the CMR Convention must be clearly expressed in the contract. The practice of the Supreme Court

of Lithuania indicates that the mere use of a CMR consignment note does not necessarily indicate that the parties have agreed to apply the CMR Convention.

Businesses engaged in international road transport in Latvia, Estonia, and Lithuania can agree to apply the CMR Convention even when it does not automatically apply by law. This contractual freedom allows for a more predictable and uniform legal framework, but agreements must comply with national laws and include clear terms, especially in Lithuania. Understanding these nuances is essential for drafting effective contracts that leverage the benefits of the CMR Convention.

### Disclaimer

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