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International road freight: CMR, FTL and groupage, road permits

How FTL and groupage are priced and timed, the CMR Convention and consignment note, TIR, road permits, the ECMT quota, cabotage, Turkish operator licences and drivers' hours

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Online interactive version: **https://ozgurkonakci.com/en/guide/international-road-freight-cmr/**

SHORT ANSWER

International road freight is the carriage of goods by truck between at least two countries. The contract of carriage is governed by the CMR Convention, which applies mandatorily when the places of taking over and delivery are in two different countries and at least one of them is a party. The contract is confirmed by a CMR consignment note, and the carrier's liability is limited to 8.33 SDR per kilogram of gross weight. Separately, for the truck to carry goods in foreign countries it needs permits: bilateral road permits or a multilateral ECMT licence.

FTL and groupage: how price and transit time are built

International road freight comes in two basic services. With a **full truck load (FTL)** the vehicle is loaded for one shipper and goes straight to the consignee. With a **part load (LTL)** or **groupage**, cargo from several shippers is combined in the same vehicle. Definitions and vehicle dimensions are in **Road vehicle types and loading metres**; here we look at the commercial logic.

Price. An FTL price covers the whole vehicle; it does not change whether the truck is half full or full. In groupage you pay for the floor space your cargo takes up (LDM) and its weight. The carrier converts LDM into weight using the factor stated in the quote and charges whichever is higher.

Break-even point. The quick way to compare two quotes:

Break-even LDM = FTL quote ÷ groupage rate per LDM

A worked example only: if the FTL quote is 3,000 and the groupage rate is 400 per LDM (same currency), break-even is 7.5 LDM. As your cargo approaches that figure, FTL makes more sense; well below it, groupage stays cheaper. Include the minimum charge and any extra items in the groupage quote.

Transit time. Groupage usually moves more slowly because:

- Consignments are collected at the origin terminal, and the truck does not leave until it is full enough.
- At destination the cargo is sorted at a cross-dock terminal and transferred to delivery vehicles.

- With many consignments on one truck, a customs or paperwork problem with one of them can hold up the whole vehicle.

A full load stays on the same truck from loading to delivery, which matters for urgent and sensitive cargo. In groupage, complete paperwork protects both your own cargo and everyone else's on the truck from waiting.

The CMR Convention and the consignment note

Scope

The CMR (Convention on the Contract for the International Carriage of Goods by Road, Geneva 1956) applies to carriage (Art. 1):

- of goods by road in vehicles, for reward,
- where the place of taking over and the place of delivery are in two different countries,
- and at least one of those countries is a contracting party, regardless of the parties' residence or nationality.

Carriage under international postal conventions, funeral consignments and furniture removal are excluded (Art. 1(4)). According to the Dutch Treaty Database, **Türkiye acceded to the CMR on 2 August 1995, and it entered into force for Türkiye on 31 October 1995.** Türkiye became party to the 1978 Protocol, which expressed the liability limit in SDR, on the same dates.

The CMR is mandatory: any stipulation that directly or indirectly derogates from it is null and void (Art. 41). Agreeing with a carrier that "CMR does not apply" has no effect.

Ro-Ro and rail legs. If the loaded vehicle travels part of the way by sea, rail, inland waterway or air without the goods being unloaded, the CMR still applies to the whole carriage (Art. 2). If the loss or damage was caused by an event that could only occur on that other mode, the carrier's liability follows that mode's rules. For examples such as the Türkiye–Italy Ro-Ro route, see **Intermodal and combined transport**.

The consignment note field by field

The contract is confirmed by a CMR consignment note, but its absence or loss does not invalidate the contract (Art. 4). The note is made out in **three original copies** signed by the sender and the carrier: the first goes to the sender, the second travels with the goods and the third is kept by the carrier (Art. 5). It is not a document of title; the details are in **Transport documents compared: bill of lading, sea waybill, AWB, CMR and CIM**.

Group	Particulars (Art. 6)
Required in every note (6(1))	Date and place of issue; names and addresses of the sender, carrier and consignee; place and date of taking over and place of delivery; ordinary description of the goods and method of packing (for dangerous goods, their generally recognised description); number of packages and their marks and numbers; gross weight or quantity otherwise expressed; charges relating to the carriage (carriage charges, supplementary charges, customs duties etc.); instructions for customs and other formalities; a statement that the carriage is subject to the CMR, notwithstanding any clause to the contrary

Group	Particulars (Art. 6)
Where applicable (6(2))	Prohibition of transhipment; charges the sender undertakes to pay; cash on delivery amount; declared value of the goods and amount of special interest in delivery; sender's instructions on insurance; agreed time limit for the carriage; list of documents handed to the carrier
Optional (6(3))	Any other particulars the parties find useful

Two fields are often missed and cost money later:

- **The CMR statement (6(1)(k)):** If it is missing and loss results, the carrier is liable (Art. 7(3)).
- **The time limit (6(2)(f)):** If none is stated, delay is judged against the time a diligent carrier would reasonably need (Art. 19). If the delivery date matters to you, have it written on the note.

Accuracy of the particulars. The sender is liable for loss caused by inaccurate or inadequate particulars (Art. 7(1)). On taking over the goods, the carrier checks the number of packages, their marks and the apparent condition of the goods; if it cannot check, it enters reasoned reservations on the note (Art. 8). Without reservations, the goods are presumed to have been taken over in good condition and as described (Art. 9).

e-CMR

Türkiye acceded to the Additional Protocol to the CMR on the electronic consignment note on 31 January 2018, and it entered into force for Türkiye on 1 May 2018 (Dutch Treaty Database). We could not verify how widely it is used in Türkiye in practice. For details and pilot projects see **Digital logistics and the electronic bill of lading (eBL)**.

Carrier liability in brief

The carrier is liable for total or partial loss, damage and delay occurring between taking over the goods and delivery (Art. 17(1)). The Convention also sets limits and exceptions:

Topic	CMR rule
Liability limit	8.33 SDR per kilogram of gross weight short (Art. 23(3), 1978 Protocol)
Delay	Proven damage, up to the amount of the carriage charges (Art. 23(5))
Raising the limit	Declaration of value against a surcharge (Art. 24) or declaration of special interest in delivery (Art. 26)
Losing the limit	Wilful misconduct or equivalent default (Art. 29)
Special risks (Art. 17(4))	Open unsheeted vehicles (if expressly agreed); defective or absent packing; handling, loading or stowage by the sender or consignee; goods that are by nature fragile or perishable; insufficient marks; carriage of livestock

The **loading and stowage by the sender** item matters in practice: if you loaded and secured the cargo yourself, the carrier may rely on this exception for damage caused by poor stowage.

How the limit compares with cargo value, the SDR calculation and cargo insurance are covered in **Carrier liability and cargo insurance**; reservations on delivery, the 7-day notice for hidden damage, the 21-day notice for delay and the 1-year time bar are in **Cargo damage and the claims process**.

The TIR system and transit

The CMR governs the contract of carriage; the customs side is governed by the transit procedure. When road cargo crosses several countries without customs clearance, two routes are common from Türkiye: common transit (NCTS) and TIR.

- **Legal basis:** The 1975 TIR Convention, concluded under the UN Economic Commission for Europe (UNECE). According to the Turkish Ministry of Trade, the Convention has 78 contracting parties including Türkiye (fewer countries actually use the system; see **Transit shipments and customs transit**), and Türkiye has applied the TIR system since 1966 (last checked: November 2026).
- **Guarantee chain:** The guarantee rests on an international chain made up of the IRU (International Road Transport Union) and national guaranteeing associations. According to the Ministry of Trade, the guaranteeing association in Türkiye is **TOBB** (Union of Chambers and Commodity Exchanges of Türkiye).
- **Vehicle:** A vehicle or container used under TIR needs an **approval certificate** showing it is built to the Convention's standards. In Türkiye, authorised customs offices issue it for two years, through the electronic ETOBS system.
- **Carnet:** A TIR carnet is valid for a single journey (Turkish TIR Customs Communiqué No. 1, Art. 19(2)).
- **eTIR:** Annex 11, which provides the legal basis for the electronic version, entered into force on 25 May 2021.

For transit declarations, guarantee types and seal rules, see **Transit shipments and customs transit**.

Road permits, the ECMT quota and cabotage

For a Turkish truck to enter a foreign country and load or unload there, a CMR note and customs papers are not enough; it also needs that country's **transport permit**.

Bilateral road permits. Under Article 4 of the Turkish Road Transport Regulation, a road permit (geçiş belgesi) is a permit obtained from foreign countries or international organisations under bilateral and multilateral agreements and used in international carriage; it may also be issued electronically. Permits are distributed to carriers by the **Directorate General for Regulation of Transport Services (UHDGM)** of the Ministry of Transport and Infrastructure, under the **Road Permit Distribution Directive**. The Directive sorts carriage into four types:

Type of carriage	Meaning
Bilateral	Carriage between two contracting countries by vehicles of those countries
Transit	For the country crossed on a journey that starts in one country and ends in another
Third-country	Carriage where the loading or unloading point is outside the vehicle's country of registration
Return load	Cargo carried back from the destination country or from another country

Distribution follows the Directive's application, scoring and return rules. Country quotas are set under bilateral agreements and change every year, so we do not give quota figures here. Current notices are published by UHDGM and also shared through exporters' associations and industry bodies.

ECMT (UBAK) licences. In Turkish practice the ECMT licence is called the UBAK permit, after the Turkish name of the European Conference of Ministers of Transport (CEMT in French). Today the multilateral quota is run by the **International Transport Forum (ITF)** at the OECD. According to the ITF's 2026 user guide:

- The licence covers carriage between member countries and transit through them; it does not cover carriage between a member and a non-member country.
- As of 1 January 2026, **43 countries** take part.
- Annual licences are valid for the calendar year; short-term licences for 30 days.
- After the first loaded journey from the country of establishment, up to **three loaded journeys** may be made without touching that country; the vehicle, loaded or empty, must then return to its country of establishment.
- Licences are tied to the vehicle's emission category (in 2026 EURO V, which includes EEV vehicles, and EURO VI). Austria accepts only EURO VI licences.
- From 1 January 2026, printed licences and logbooks were replaced by a digital system; every journey is entered in a digital logbook.

In Türkiye, ECMT licences are distributed under a separate directive (the UBAK Permit Distribution Directive). According to the October 2024 comparison table published by UND (the International Transporters' Association), the current version requires an L2 or M2 operator licence, and an EURO VI licence requires owning twice as many EURO VI vehicles as licences. Conditions change often, so check the latest version of the directive (last checked: November 2026).

Cabotage. Cabotage means a foreign carrier carrying goods between two points inside another country.

- According to the ITF guide, an ECMT licence does not authorise cabotage.
- Under Article 13 of Road Transport Law No. 4925, foreign-registered vehicles may not carry goods between two points within Türkiye.
- The EU's cabotage rules (such as up to three cabotage operations within seven days after an international journey) are written for carriers established in a member state (European Parliament, March 2026).

In practice, a Turkish truck that delivers in a European country cannot pick up a second load there for delivery within the same country. Return loads are therefore planned around the permit type.

Operator licences for international carriage in Türkiye

Commercial road transport in Türkiye requires an **operator licence (yetki belgesi)** from the Ministry of Transport and Infrastructure, under Road Transport Law No. 4925 and the **Road Transport Regulation** (Official Gazette 08.01.2018, No. 30295). The Regulation has been amended many times; one of the most recent major amendments was published on 15 May 2025. The main types for goods carriage and organisation (Art. 6):

Licence	Issued for	International?
C1	Own-account goods carriage	Domestic and/or international
C2	Commercial goods carriage	Domestic and/or international
C3	Commercial household removals	Domestic and/or international
K1 / K2 / K3	Domestic only: K1 commercial goods, K2 own-account, K3 household removals	No
L1 / L2	Commercial logistics operation	L1 domestic; L2 domestic and/or international
M1 / M2	Commercial scheduled cargo operation	M1 within a province; M2 domestic and/or international
R1 / R2 *(former rules)*	Freight forwarding (taşıma işleri organizatörlüğü); no longer issued, replaced by the TİO licence (see the note below the table)	No longer issued (formerly R1 domestic; R2 domestic and/or international)

Former rules: R1 and R2. Freight forwarding (taşıma işleri organizatörlüğü) used to require an R1 or R2 licence under the Road Transport Regulation, and these types are still listed in the text of the Regulation published by UHDGM. However, the transitional provisions of the **Regulation on Transport Organisers** of 27.08.2022 (Official Gazette No. 31936) refer to R-type licences as repealed (provisional Arts. 3 and 4). Today the activity requires a **TİO licence**, which covers road, rail, sea, air and combined transport (Art. 5(1)). For the forwarder's licence and liability, see **What does a freight forwarder do?**

What this means for shippers:

- Vehicles used by a licence holder are entered in the **vehicle certificate** attached to the licence, and each vehicle receives a **vehicle card** (Art. 16(4)). Vehicles not entered in a vehicle certificate are not allowed out through border gates (Art. 9(3)).
- International carriage must comply with bilateral and multilateral agreements and the Regulation (Art. 9(1)).
- Ask your carrier or forwarder which licence they hold before you sign. A domestic-only licence such as K1 is not enough for an international job; if you work with a forwarder, ask for its TİO licence (R1 and R2 are no longer issued).

Licence conditions (capital, fleet size, vehicle age) are updated frequently, so check the current text on mevzuat.gov.tr.

Drivers' rules: AETR, tachographs and delivery dates

The delivery date depends not only on distance but on the driver's legal working hours.

Which rules? Within the EU (and between the EU, Switzerland and the EEA), Regulation (EC) No 561/2006 applies. For international journeys partly outside that area, the UN's **AETR** agreement applies (Regulation, Art. 2(3)). Türkiye acceded to the AETR by Law No. 4411; according to the Dutch Treaty Database it entered into force for Türkiye on 15 July 2001. A journey from Türkiye to the EU therefore falls under the AETR. The Regulation provides for the AETR to be aligned with the EU rules; the main limits are below.

Rule (561/2006)	Limit
Daily driving	Up to 9 hours; may be extended to 10 hours twice a week
Weekly driving	Up to 56 hours
Fortnightly driving	Up to 90 hours
Break	At least 45 minutes after 4.5 hours of driving at the latest (can be split 15 + 30)
Daily rest	At least 11 hours (may be reduced to 9 hours up to three times a week)
Weekly rest	45 continuous hours; may be reduced to 24 hours every second week, with compensation

Tachographs. Driving and rest times are recorded by a tachograph. In Türkiye, goods vehicles over 3.5 tonnes maximum weight engaged in international transport fall under the **Regulation on Tachographs in Vehicles Engaged in International Road Transport** (Official Gazette 21.05.2010, No. 27587).

Effect on delivery dates. A single-driver truck can drive at most 9–10 hours a day, and waiting at a border crossing also uses up the driver's day. For long, urgent runs carriers therefore use double-manned trucks, which raises the price. When comparing quotes, ask "how many drivers?" as well as "how many days?".

Which courses cover this topic?

International road freight is taught as a separate course in logistics and foreign trade programmes in Türkiye, and as a separate module in FIATA diploma programmes. The CMR note, road permits, ECMT and TIR are among the recurring topics.

- Irish International Freight Association (IIFA) — FIATA Diploma in Freight Forwarding — Road Transport
- Kastamonu University — International Trade and Logistics (BA) — Road and Rail Transport (AİS001)
- Osmaniye Korkut Ata University — International Trade and Logistics (BA) — Road Transport (UTL317)
- Bursa Uludağ University, Gemlik Asım Kocabıyık Vocational School — Foreign Trade (associate degree) — Road Transport and Fleet Management (LJTS007)
- Aydın Adnan Menderes University — International Logistics and Transportation (BA) — Transportation Management I (ULT403)

Where to go next in the guide

- Vehicles and LDM: **Road vehicle types and loading metres**
- How the documents differ legally: **Transport documents compared: bill of lading, sea waybill, AWB, CMR and CIM**
- Limits and insurance: **Carrier liability and cargo insurance**; time limits: **Cargo damage and the claims process**
- The customs side: **Transit shipments and customs transit**
- Ro-Ro and rail links: **Intermodal and combined transport**

- ADR for dangerous goods: **Dangerous goods transport: IMDG and ADR**
- The forwarder's licence and liability: **What does a freight forwarder do?**

Test yourself

1. The CMR statement was left off the consignment note for a load from Istanbul to Munich. Is the carriage subject to the CMR? *(Answer: Yes. The conditions of Art. 1 are met, so the Convention applies; a defective note does not affect the contract (Art. 4). If loss results from the missing statement, the carrier is liable (Art. 7(3)).)*
2. The FTL quote is 2,800 and the groupage rate is 350 per LDM (same currency). Your cargo is 12 non-stackable Euro pallets. Which looks better? *(Answer: 12 × 0.4 = 4.8 LDM; groupage cost 4.8 × 350 = 1,680. Break-even is 2,800 ÷ 350 = 8 LDM, so groupage is cheaper, but compare transit time and minimum charges too.)*
3. A truck carrying goods from Türkiye to Germany on an ECMT licence is offered a load from Hamburg to Munich. Can it take it? *(Answer: No. That is cabotage, and according to the ITF guide an ECMT licence does not authorise cabotage.)*
4. The sender loaded and secured the cargo itself, and poor stowage caused damage in transit. Which CMR provision can the carrier rely on? *(Answer: Art. 17(4)(c): handling, loading and stowage by the sender is one of the special risks.)*

Frequently asked questions

Does CMR apply if no consignment note was issued?

Yes. Under CMR Article 4, the absence, irregularity or loss of the consignment note does not affect the existence or validity of the contract, which remains subject to the Convention. Without a note, however, it is harder to prove when the goods were taken over, their condition and the number of packages.

Should I ship FTL or groupage?

Work out your loading metres (LDM) and weight and get both quotes. If the groupage quote is priced per LDM, divide the FTL price by that rate to find the break-even LDM. The closer your cargo gets to that figure, the more sense a full load makes. Factor in time too: groupage usually takes longer because of consolidation and transhipment.

What is the difference between a bilateral road permit and an ECMT licence?

A bilateral permit comes from an agreement between Türkiye and one country and is used for carriage to, from or through that country. An ECMT licence comes from the multilateral quota run by the ITF and, as of 2026, is valid for carriage between 43 member countries. Neither allows cabotage.

Can a foreign-registered truck carry goods between two cities in Türkiye?

No. Under Article 13 of Road Transport Law No. 4925, foreign-registered vehicles may not carry goods between two points within Türkiye. This is the cabotage ban.

Does Türkiye use e-CMR?

Türkiye acceded to the Additional Protocol on the electronic consignment note on 31 January 2018, and it entered into force for Türkiye on 1 May 2018. We could not verify how widely it is used in practice; check with your carrier and confirm that the destination country accepts e-CMR.

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