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Transport documents compared: bill of lading, sea waybill, AWB, CMR and CIM

Which convention governs each document, who issues it, is it a document of title, and what is the most the carrier will pay?

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SHORT ANSWER

All transport documents are prima facie evidence of the contract of carriage and of the carrier taking over the goods, but only an ocean bill of lading made out to order or to bearer represents the goods and can be transferred by endorsement. Sea waybills, AWBs and CMR and CIM consignment notes are not documents of title; the cargo is delivered to the consignee named in the document. Carrier liability limits also differ: the higher of 666.67 SDR per package or 2 SDR per kg under Hague-Visby, 8.33 SDR/kg under CMR, 26 SDR/kg under Montreal and 17 SDR/kg under CIM.

Why compare them side by side?

Each mode of transport has its own document and its own international rules. The names may sound alike, but the legal effects differ: one represents the goods, another is only a receipt and evidence of the contract; one limits liability per package, another per kilogram. When planning payment, insurance and claims, you need to know which document you are working with.

The main table

	Bill of lading (B/L)	Sea waybill	AWB	CMR note	CIM note
Mode	Sea	Sea	Air	Road	Rail
International rules	Hague-Visby Rules	Hague-Visby scope is tied to bills of lading (Art. I(b)); check the document's terms for the rules that apply	Montreal Convention 1999	CMR Convention 1956	COTIF Appendix B (CIM)
Issued by	Carrier, master or agent, on the shipper's demand (Art. III(3))	Per the document's terms	Shipper makes it out; carrier also signs (Art. 7)	Signed by sender and carrier (Art. 5)	Signed by consignor and carrier (Art. 6)

	Bill of lading (B/L)	Sea waybill	AWB	CMR note	CIM note
Originals	The rules set no number; the number issued is stated on the document	No document needs to be presented for delivery	3 (carrier, consignee, shipper)	3 (sender, travels with goods, carrier)	Not confirmed in our sources
Document of title?	Yes if made out to order or bearer; transferred by endorsement and delivery	No	No (industry sources; the Convention is silent)	No (Art. 1(5): exception only for purely domestic carriage)	No; does not have the effect of a bill of lading (Art. 6)
Evidence of contract	Prima facie; conclusive once transferred to a third party in good faith (Art. III(4))	Receipt and evidence of contract	Prima facie (Art. 11)	Prima facie (Art. 9)	Prima facie (Art. 12)
Liability limit	666.67 SDR per package or 2 SDR per kg gross (the higher)	Depends on the regime applied	26 SDR/kg (since 28.12.2024)	8.33 SDR/kg	17 SDR/kg
Electronic version	—	—	e-AWB (Art. 4; IATA Res. 672)	e-CMR Additional Protocol	Electronic record if functionally equivalent (Art. 6)

"Prima facie evidence" means evidence taken as true until the contrary is proved. Limits are stated in **SDR** (the IMF's Special Drawing Right) and converted into local currency at the rate on the day of payment. Electronic bills of lading and sea waybills are not covered on this page.

Short notes, document by document

Bill of lading

The Hague-Visby Rules define a "contract of carriage" as a contract for carriage of goods by sea covered by a bill of lading or similar document of title (Art. I(b)). After receiving the goods, the carrier issues a bill of lading on the shipper's demand, showing the marks, number of packages or quantity or weight, and the apparent order and condition of the goods. If requested after loading, a "shipped" bill is issued (Art. III(7)).

The bill is prima facie evidence that the goods were received as described. Once it has been transferred to a third party acting in good faith, the carrier cannot prove otherwise (Art. III(4)). If the shipper declares the nature and value of the goods before shipment and has it inserted in the bill, the limit of liability does not apply. See **The bill of lading** for more.

Sea waybill

A sea waybill is not a bill of lading: it is a receipt that evidences the contract of carriage and shows to whom the cargo is to be delivered. It is not negotiable; under English law (COGSA 1992) rights pass by operation of law to the person entitled to delivery, not through possession of the document. Because the Hague-Visby Rules are tied to bills of lading and similar documents of title, check the sea waybill's terms to see which rules apply.

AWB (air waybill)

Under the Montreal Convention the shipper makes out the AWB in three originals: one for the carrier, one that travels with the cargo to the consignee, and one signed by the carrier and handed to the shipper (Art. 7). An electronic record may be used instead, in which case the carrier issues a cargo receipt if the shipper asks (Art. 4). For the number format, MAWB vs HAWB and chargeable weight, see **Air cargo: the AWB and chargeable weight**.

CMR consignment note

CMR applies to road carriage for reward where the places of taking over and delivery are in two different countries, at least one of which is a contracting state; postal, funeral and furniture removal consignments are excluded (Art. 1). The note is made out in three originals signed by sender and carrier (Art. 5). It shows the place and date of issue, the parties, the places of loading and delivery, a description of the goods, the number of packages, gross weight, customs instructions and a statement that the carriage is subject to CMR (Art. 6).

On taking over the goods, the carrier checks the number of packages, their marks and the apparent condition of the goods, and enters reasoned reservations in the note (Art. 8). Without reservations, the goods are presumed to have been in good condition and the package details correct (Art. 9). For vehicle types and loading metres, see **Road vehicle types and loading metres**.

CIM consignment note and CIM/SMGS

Under the CIM rules the contract of carriage is confirmed by a consignment note in the uniform model; its absence does not invalidate the contract. A separate note is made out for each consignment, and one note as a rule covers a single wagon load (Art. 6).

Its evidential value depends on who loaded the goods (Art. 12):

- **If the carrier loaded**, the note is also evidence of the condition, packing, number of packages, marks and weight of the goods.
- **If the consignor loaded**, those details are evidence only if the carrier checked them and recorded the result.
- A reasoned reservation removes the prima facie effect.

On rail freight between Europe and Asia, the **common CIM/SMGS consignment note** is used: CIM rules apply on the European section and SMGS rules on the Asian section. The common note replaces re-issuing the consignment note at the border transfer point. For rail and combined transport, see **Intermodal and combined transport**.

Electronic documents

- **e-AWB:** Article 4 of the Montreal Convention allows an electronic record; IATA Resolution 672 offers a multilateral e-AWB agreement that parties sign once.

- **e-CMR:** The Additional Protocol to the CMR concerning the Electronic Consignment Note was adopted in Geneva on 20 February 2008 and entered into force on 5 June 2011. According to the UN depositary records, **Türkiye acceded on 31 January 2018.** According to a 10 March 2026 news item from Azerbaijan's Ministry of Digital Development and Transport, the two countries agreed to start pilot e-CMR shipments with selected carriers; no date was given. We could not confirm whether e-CMR is in routine use in Türkiye. Before relying on it, check with your carrier and whether the destination country accepts it.
- **CIM:** An electronic record can replace the consignment note if it is functionally equivalent, in particular as to its evidential value (Art. 6).

What it means in practice

- **If the goods may be sold in transit or a letter of credit calls for a bill of lading**, you need a transferable document: a bill of lading made out to order. For credit terms, see **Payment methods and letters of credit**.
- **By air, road and rail** the document does not represent the goods; the cargo is delivered to the named consignee. Payment security has to come from the payment method, not the document.
- **Limits can fall below the cargo's value.** For what you can recover in each mode and how insurance fills the gap, see **Carrier liability and cargo insurance**.
- **Reservations and deadlines at delivery matter.** Notice periods for damage differ by mode; see **Cargo damage and the claims process**.

Test yourself

1. Which document, when made out to order, can be transferred by endorsement and represents the goods? *(Answer: The ocean bill of lading. Sea waybills, AWBs and CMR and CIM notes are not documents of title.)*
2. A 1,000 kg consignment is lost by road. What is the carrier's limit under CMR in SDR? *(Answer: 1,000 × 8.33 = 8,330 SDR.)*
3. Under CIM, if the consignor did the loading, is the number of packages on the note evidence against the carrier? *(Answer: Only if the carrier checked the number of packages and recorded it on the note.)*

Frequently asked questions

Which transport document represents the goods?

An ocean bill of lading made out to order or to bearer. It can be transferred by endorsement and delivery, and a holder in good faith acquires rights under it. Sea waybills, AWBs and CMR and CIM consignment notes are not documents of title; the cargo is delivered to the consignee named in the document. The CIM rules state expressly that the consignment note does not have the effect of a bill of lading; CMR permits a document of title only for carriage entirely within one country.

Is the contract void if no CMR consignment note is issued?

No. Under Article 4 of the CMR Convention, the absence, irregularity or loss of the consignment note does not affect the validity of the contract, which remains subject to CMR. Montreal (Art. 9) and CIM (Art. 6) have similar rules.

Is Türkiye a party to e-CMR?

Yes. According to the UN depositary records, Türkiye acceded to the Additional Protocol to the CMR concerning the Electronic Consignment Note on 31 January 2018. A technical meeting with Azerbaijan on a pilot project was held in March 2026. We could not confirm whether e-CMR is in routine use in Türkiye; check with your carrier and on acceptance in the destination country.

What is the common CIM/SMGS consignment note for?

On rail freight between Europe and Asia, CIM rules apply on the European section and SMGS rules on the Asian section. The common consignment note replaces the re-issuing of the consignment note from one regime to the other at the border transfer point.

SOURCES

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