

TEMPORARY LAW NO. 46 OF 2002
Road Freight Transport Law

Article 1

This Law shall be called “Road Freight Transport Law of 2002”, and shall come into force on the date of its publication in the Official Gazette.

Article 2

The following words, wherever they appear in this Law, shall, unless the context indicates otherwise, have the meanings hereby assigned to them:

Ministry:	Ministry of Transport
Minister:	Minister of Transport
Person:	Any person or legal body
Carrier:	Person licensed by the Ministry to engage in road freight transport pursuant to the provisions of this Law
Shipper:	Person that has a direct contractual agreement with the carrier or shipping broker for road transport of freight to a receiver: be it the actual owner of goods or a person acting on his behalf
Shipping Broker:	Person licensed by the Ministry who has a contract in his name with carrier, on behalf and in the interest of a shipper, for road transport of freight pursuant to the provisions of this Law.
Shipping vehicle:	Auto vehicle that is designed for road transport of freight as defined by traffic law currently in force.
Internal Transport:	Road transport of freight within the borders of the Kingdom
International Transport:	Road transport of freight from the Kingdom to other countries and vice versa irrespective of freight customs’ status.
Transit:	Road transport of freight from and to other countries through the Kingdom.

Article 3

Taking note of the provisions of international agreements and protocols to which the Kingdom is a party, provisions of this law shall apply to all types of road freight transport except the following:

- A. Free transport
- B. Transport of correspondence and mail packages.
- C. Transit

Article 4

- A. No person may engage in the business of road freight transport or shipping broker services in the Kingdom without first obtaining a license issued by the Ministry for the purpose.
- B. The said license is person-specific and may not be transferred or surrendered to others without the expressed approval of the authority in charge at the Ministry.

Article 5

- A. Transport contract is one concluded between shipper and carrier, or someone acting on their behalves, according to which carrier undertakes to transport freight from one destination to another for a fee.
- B. Carrier shall be responsible for the implementation of transport contract according to contract's provisions and conditions, whether transport of freight is done by it or, partially or wholly through a third party acting on the carrier's behalf.
- C. No agreement will apply to the carrier, except with its consent, that may cause it to incur additional obligations or to surrender any right due to it pursuant to the provisions of this Law, and bylaws and regulations issued according thereto.
- D. Carrier undertakes to transport freight in shipping vehicles that are suitable to the nature of goods being shipped, in accordance with provisions and specifications that are determined by legislations in force.

Article 6

- A. Transport document is an instrument that proves transport contract, and said instrument is considered proof that carrier has received goods to be transported in such conditions as stated in the instrument. The bearer of instrument shall have a legal right to receive said goods.
- B. Transport document may be issued to a specific person, to the person's order or to bearer, and can be, if nominal, traded according to the rules of subrogation; and by endorsement if it were issued to order; and by handling and endorsement if it were issued to bearer.
- C. Internal and international transport is not allowed without a valid transport document.

Article 7

- A. Transport document must include the following data:
 - 1- Place and issue date of the document and the number of original copies, which must be no less than three.
 - 2- Name and address of carrier, shipper, and receiver.
 - 3- Place, time and conditions for receiving and delivering freight as well as the appointed time to begin transport.
 - 4- Type, number and class of means of transport.
 - 5- Transport route.
 - 6- Description of freight, its value as it appears on the bill, its general condition and nature, whether or not it is hazardous, its distinctive marks, number of packages or pieces, quantity, weight and method of packaging.
 - 7- Transport fees and whether these were paid or will be collected at destination, as well as any additional expenses, and the party responsible for their payment.
 - 8- Allowance period for loading and unloading freight without a fee, any other issues related to the transport process, basis of calculating wages owed to carrier in the event of going past the designated delivery time due to causes related to shipper or receiver, a list of delay fines that shipper would incur if, due to the latter, transport of freight is delayed past the specified time period.

- 9- Signature of carrier and shipper, or persons acting on their behalf.
- 10- Objections raised by carrier or receiver, if any, along with the reasons for these.
- 11- Any other data required by transport process, customs authorities' procedures, or any other official entity.

- B. Transport document shall still be valid for legal purposes even if it doesn't contain any of the data stated in Paragraph A of this Article. Nor should lack of said data impinge upon the right of its bearer to demand in goodwill compensation for damages that the latter may have suffered. Moreover, whoever makes claims to the contrary must prove these by legal means.

Article 8

- A. Shipper shall be responsible for damages and losses incurred by carrier and others as a result of not having the complete necessary documents to implement transport contract, or if there were discrepancies, missing or incorrect data in the document.
- B. Carrier shall be liable for consequences of the loss of documents attached to, or contained in transport document, or entrusted to carrier, or for their use in an improper manner. Carrier's liability to pay compensation, in such event shall be not go beyond the value of freight specified in transport document.

Article 9

Concordant with provisions of legislation in force:

- A. Shipper shall prepare goods for transport by packaging, loading or bundling it in a proper way to protect it against waste or damage, in such a way that ensures protection of persons, equipment, and shipping vehicle and other freight transported along, against any damage that may occur for which the shipper shall be held liable.
- B. Shipper may, at its own expense, demand that the carrier check standing weight of freight or the quantity thereof, and the contents of packages, provided that the outcome of this check is recorded in transport document. If transport requires special arrangements to be made, shipper shall notify carrier, in writing, to that effect within reasonable time prior to delivering freight to carrier.

Article 10

Carrier's responsibility commences upon receiving freight at the designated place and ends upon delivering it to receiving entity pursuant to the provisions of this Law. The act of storing freight in the warehouses of carrier for the purpose of transporting it is considered complementary to transport contract.

Article 11

- A. Upon receiving freight, carrier shall verify the validity of data contained in transport document such as the number of packages, marks, numbers, apparent condition of freight, its packaging and wrapping. If carrier could not verify and inspect the condition of freight, it must record its reservations in the transport document stating the basis for reservation against shipper, unless shipper clearly approves, in the document, of freight condition.
- B. If inspection requires unwrapping or opening of containers of freight, shipper must be given notice, in writing, to attend inspection at a specified time, and if

shipper fails to attend at the designated time, carrier may conduct inspection nonetheless. Carrier may turn to shipper or receiver for recovery of inspection costs as the case may be.

- C. If inspection shows that freight is in such a condition that doesn't allow for it to be transported without damage being done, carrier may refuse or agree to transport freight after first obtaining a statement from shipper indicating the latter has knowledge of the condition of freight and consent to transporting it. In such event, condition of freight is recorded along with shipper's statement in transport document.
- D. Carrier, if necessary in order to protect freight during transport, shall re-bundle or fix covers of freight; increase or decrease the number of packages and other such necessary acts, and pay for expenses that may be incurred due to these and for which carrier may demand compensation from shipper or receiver for any additional expenses that it incurred, as the case may be.

Article 12

- A. Shipper may demand that carrier, after receiving freight, halt transport operations, return freight to shipper or forward it to a party other than the receiver, or to a destination other than that agreed upon in transport document, or follow any other instructions, as long as carrier is in possession of freight, provided that shipper pay for transport fees accrued as of the time, and other consequential expenses, and compensation for any harm caused to carrier due to implementation of the new instructions.
- B. Carrier may refuse to execute new instructions in either of the following two cases:
 - 1. If it doesn't receive the original copy of shipper's transport document that lists these instructions along with the latter's signature and promise to pay for any additional expenses incurred and to compensate for any damage caused as a result of following the new instructions.
 - 2. If new instructions are in contravention of its other commitments or would adversely affect its business. In such event, carrier shall notify shipper or receiver to that effect upon receiving the new instructions, and record this objection on the copy of transport document, otherwise it would be liable for all consequential losses or damages.

Article 13

- A. Shipper may not issue new instructions related to freight if copy of shipper's transport document has been delivered to receiver, or after freight's arrival at destination designated in transport document and receiver asked for it to be delivered, or was notified to pick it up, for this right has now been transferred to receiver.
- B. If receiver issues instructions to carrier to deliver freight to another person, the former shall incur all expenses, losses and damages resulting from the implementation of the new instructions. However, person to whom freight was diverted upon instructions of receiver may not ask that freight be redirected yet to a third party.

Article 14

- A. Carrier shall follow the agreed upon transport route specified in transport document, and if no agreement was made concerning transport route, carrier shall follow the shortest regular route.
- B. Carrier may change the agreed upon transport route or not follow the shortest route due to force majeure.

Article 15

- A. Carrier undertakes to deliver freight at the agreed upon location. Freight shall be considered delivered when received by customs authorities or court appointed guardian.
- B. If delivery is to be made at a location other than the receiver's, carrier shall notify, in writing, receiver, or anyone acting on his behalf as indicated in transport document, that freight has arrived, and set a date for its delivery. In the event that receiver fails to show up to receive freight at the appointed time, the latter shall incur storage expenses and any additional expenses incurred by carrier, who may, after passage of appointed delivery date, transport freight to receiver's location for an additional fee, if carrier were asked to do so by receiver.
- C. Receiver shall have the right to demand inspection of freight prior to receiving it and if denied to do so by carrier, receiver may decline to receive it.
- D. Receiver, upon receiving the original copy of transport document from shipper, shall be entitled to issue instructions pertaining to freight subject of transport, and must sign and present the document with the new instructions to carrier, otherwise, carrier may decline execution.
- E. Shipper or receiver confirm, by signature, their actual receipt of freight and the latter's conformity with data stated in transport document, unless its apparent condition invites suspicion, where in that case any reservations must be noted, otherwise, lack of registering reservations shall be construed as evidence that signer has received freight in the same conditions as that by carrier, and concordant with data contained in transport document.

Article 16

- A. If transport procedures were halted, or receiver fails to show up to receive freight; or shows up but declines to receive freight or pay transport fees or expenses due from it, carrier must notify shipper to that effect requesting further instructions, which carrier must then implement.
- B. Carrier shall undertake to implement receiver's instructions if cause of declining to receive freight as stated in Paragraph A of this Article is no longer valid, prior to receiving shipper's instructions.
- C. In the event that shipper issues no instructions, or receiver continues to decline receiving freight, according to Paragraph A of this Article, for a period that doesn't exceed seven days from the day each of them receive the written notice, carrier may then request that customs authority receive and store freight at its warehouses, if freight originated from outside the Kingdom, or to request that a competent court record the condition of freight and grant permission to place it under the care of a court appointed guardian for shipper and under the latter's responsibility.
- D. If freight is subject to spoilage, damage, devaluation or if its upkeep requires exorbitant costs, customs authority or a competent court may order the sale of

freight in the manner which it decides pursuant to legislation in force, and may withhold the sale money at customs authority or the court's fund.

Article 17

- A. Delivery of freight shall be considered delayed if it doesn't take place at the designated time in transport document, and, when no delivery time is specified, from the expiration of the date that the transport process normally takes under similar conditions.
- B. Freight shall be considered spoiled if carrier fails to deliver it to receiver or fails to notify receiver in writing to pick it up within thirty days past the designated time for delivery, and if no such time was specified, then sixty days from the day carrier receives freight.

Article 18

Carrier undertakes to collect for shipper any sums of money as indicated in transport document prior to delivery, and if it fails to do so, to pay said sums to shipper, without impinging on carrier's right to demand payment from receiver.

Article 19

Carrier shall not be liable for damages caused by loading and unloading of freight, to and from shipping vehicle, if loading and unloading was not conducted by carrier upon the request of shipper or receiver.

Article 20

- A. Shipper shall place marks on hazardous freight accurately indicating its nature and level of danger pursuant to the provisions of legislation in force and relevant international agreements, and to disclose to carrier, upon its reception of freight, the latter's hazardous nature, in conformity with instructions provided for in transport document, along with the necessary precautions that should be taken, otherwise, shipper shall be liable for all damages and losses that may be caused, whether directly or indirectly, unless it is proven that carrier, having knowledge of these dangers, did not take necessary precautions.
- B. If carrier discovers that freight is hazardous, though shipper had failed to disclose this fact in transport document, carrier must take necessary precautions to minimize danger or to unload freight pursuant to legislation in effect, where in such event, shipper shall be responsible for all expenses, losses and damages incurred by carrier as a result of that.

Article 21

- A. Carrier shall not be responsible for loss of weight or volume of freight due to its nature during transport, provided that loss allowance does not exceed the prescribed ratio as determined by instructions issued by the minister for the purpose.
- B. If transport document lists various goods divided into bundles or packages, and the weight of each is indicated in the document, loss allowance would then be determined on the basis of the weight of bundle or package.
- C. Concordant with the provisions of Paragraph E of Article 15 of this Law, carrier shall not be liable for shortages of freight transported in containers, or

the like, that were prepared and sealed by shipper, if said freight were delivered by carrier to receiver with its seals intact.

Article 22

- A. Concordant with the provisions of Article 21 of this Law, carrier shall guarantee the safety of freight during the execution of transport contract, and shall be liable for damages caused to freight due to carrier, its negligence or any of its affiliates, and shall be deemed void any provision that would exempt carrier or limit its liability, or any of his affiliates, for damage to freight.
- B. Carrier may not attempt to disprove its responsibility for spoiled or damaged freight, defect, loss, or delay in delivery of freight, by claims other than due to force majeure, inherent defect of goods, shipper or receiver's fault or any of their affiliates.

Article 23

In the event goods spoil or are damaged, in whole or partially, without having its value recorded in transport document, compensation estimates shall then be based on their actual value at the time and place of arrival.

Article 24

- A. Compensation for total damage of goods and that for delay in delivery may not be combined.
- B. Without impinging on the right of claimant for compensation for partial damage to goods, the affected person may, in the event of a delay in delivery of goods, demand compensation for delay for the portion of goods that was not damaged, provided that compensation for delay does not exceed the amount that would be due if goods were totally damaged.

Article 25

If carrier is proven responsible for damage to freight or for its late delivery and if freight were rendered unfit for its purpose, compensation claimant may release to carrier said freight in lieu of compensation to be estimated on the basis of payment that would be paid if goods were totally damaged.

Article 26

- A. If freight that has been reported lost and for which compensation was paid was located within a period of six months from the date payment of compensation was made, carrier must immediately inform compensation recipient of the fact, along with the condition of freight, and request that the recipient be present to inspect it on the location where it was found, or the place where transport was initiated or destination.
- B. If recipient of compensation were asked to recover freight, it must pay back the compensation amount it had received after making deductions for demand expenses and the amount of damage caused by delay in delivery of freight.
- C. If recipient of compensation does not issue instructions within five days of the day it receives notice, or if it issues instructions but fails to show up for inspection of freight at the time designated by carrier, or if it shows up but declines to receive freight, it shall then lose its rights to it.

Article 27

Carrier may subrogate for recipient of compensation for the amount carrier paid to said recipient against the party that caused damage or loss to, or delay in delivery of freight.

Article 28

Shipper or receiver are entitled to sue carrier to demand compensation for any damage to freight after its receipt by receiver if either of the following two provisions is satisfied:

- A. Reservations of shipper or receiver are noted in transport document upon reception of freight.
- B. Shipper or receiver notify carrier, in writing, within five days of receiving freight informing it of any damage caused to freight, and by petitioning the court within this period to conduct a speedy inspection of freight to ascertain its condition.

Article 29

Notwithstanding any other legislation, shipper may demand satisfaction directly from carrier for damages caused by breach of contract concluded with shipping broker.

Article 30

- A. Carrier may decline to deliver freight until the time it recovers transport fees and other sums due it for freight transport as long as the latter is in carrier's possession when prearrangements calls for payment upon reception by receiver.
- B. Carrier shall still be entitled to receive full transport fee in either of the following two instances:
 1. Partial loss of freight due to force majeure.
 2. Partial or total loss of freight because of an inherent defect or because of reasons due to shipper or receiver.
 3. If a force majeure doesn't permit the continuation of transport of freight, carrier shall be entitled to receive a fee commensurate with progress made in transport, and any money in excess of said fee that was paid in advance may be recovered by the party that made the payment.
 4. Carrier shall not be entitled to receive transport fee if a force majeure doesn't allow the commencement of transport process.

Article 31

- A. Carrier license may not be issued or renewed unless carrier presents an insurance contract that covers its liability under transport contract pursuant to the provisions of Monitoring of Insurance Business Law currently in force, and bylaws and instructions issued according thereto.
- B. For the purposes of Paragraph A of this Article, legal proceedings seeking compensation from carrier or others, filed a year after the date on which the responsibility of carrier for damages that gave rise to said compensation demands was established, shall be invalid.

Article 32

The right to sue carrier for any damages caused to freight a year after the date on which freight was delivered, or the date on which freight was supposed to be delivered, shall be unenforceable due to statute of limitation.

General Provisions

Article 33

Notwithstanding any other legislation, every provision or agreement that denies jurisdiction of Jordanian courts to hear cases arising from disputes concerning transport contract shall be invalid, unless stipulation was made to submit dispute for arbitration according the provisions of arbitration law in force.

Article 34

Any person that engages in the businesses of road transport of freight, or shipping broker services without a license shall be subject to a fine of no less than JD500 and not to exceed JD2,000. The fine will multiply the number of times the violation is repeated.

Article 35

The Council of Ministers may, upon the minister's referral, issue bylaws that are necessary for the implementation of the provisions of this Law, including the following:

- A. Provisions related to the regulation of the business of shipping brokers, their rights and responsibilities.
- B. Conditions, procedures and fees for licensing carriers and shipping brokers, as well as financial guarantees that must be produced by them for this purpose.
- C. Provisions and conditions related to non-Jordanian shipping vehicles that are permitted to engage in international transport or transit service, required fees and due service charges.

Article 36

Bylaws issued pursuant to other legislation shall remain in force until the time they are annulled or supplanted pursuant to the provisions of this Law.

Article 37

Any text that appears in any other legislation that contradicts the provisions of this Law shall be unenforceable.

Article 38

The Prime Minister and ministers are charged with the implementation of the provisions of this Law.

Note: This Law was published in the Official Gazette No. 4560 on 15/8/2002 and came into force on the same day.

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Legal
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Date it came into force