

Resumé

The growth of international trade, globalization and regional integration brings good conditions for international unification of business law, especially the arrangements of international contract of sale and international contracts for carriage. Carriage is a naturally complementary to the sale.

Conflicts of law or private international law has two methods how to solve cases of international contracts. One of them is the use of conflict rule that identifies certain system of law (i. e. law of particular country) to be used. In European union, there is a unified conflict rule for international contracts. It is *Convention on the Law Applicable to Contractual Obligations*, also called *Rome Convention*. The *Rome convention* is soon to be replaced by the so called *Rome I Regulation* issued by European Parliament and Council of the European Union. The leading rule of this legal form is the *closest connection* and *characteristic fulfilment*. The contracts for carriage are object of special conflict rule.

In fact conflict rules has little use in international carriage law because of direct rules contained in international conventions on this matter. These unimodal conventions cover up the international legal form of contracts for carriage. This unification is the main source of rules regulating private legal relationships in international carriage. International carrier's liability has its special arrangement in a number of unimodal international conventions on contract for carriage, either solely carriage of goods or carriage of goods and passengers too.

The core part of the liability construction is the *liability principle*. In theory there are two basic principles: liability for fault and the strict liability where the fault is irrelevant and one can be relieved of liability only upon proof of some event occurred that is admit to be a liability exception, e. g. *Act of God*. The concept of strict liability has its roots in a Roman institution called *receptum nautarum* and is preferred by the continental law, whether the fault liability of carrier was developed in *common law*. The principle is further modified by other institutions creating the overall *liability mode*.

The Railroad carriage is ruled by the *COTIF* convention and road carriage by the *CMR* convention, both establishing strict liability. Carriage by air is ruled by two competing systems, the *Warsaw System* (including Warsaw Convention, its updates and an additional *Guadalajara convention*) and the new *Montreal Convention*. Whereas

Warsaw Convention bases the fault liability, Montreal convention comes with more present-day concept of strict liability. In both Carriage by inland waterway and carriage by sea fault liability is used. The former ruled by the *CMNI Budapest Convention*, the latter by two competing sets of rules: *The Hague (and Hague-Visby) Rules* and the more modern *Hamburg Rules*. Unfortunately mainly inland and developing countries use the *Hamburg Rules*. Maritime powers continue to adhere the antiquated *Hague Rules*. Multimodal carriage has no international unification, because the MT Convention did not come into force because of small number of ratifications.