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**Economic Commission for Europe****Inland Transport Committee****Working Party on the Transport of Dangerous Goods****Joint Meeting of the RID Committee of Experts and the  
Working Party on the Transport of Dangerous Goods**

Geneva, 16-26 September 2025

Item 7 of the provisional agenda

**Reports of informal working groups****Report from the informal working group on retail delivery**

**Submitted by the Council on Safe Transportation of Hazardous Articles  
(COSTHA) on behalf of the informal working group on retail delivery\*.  
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*Summary*

<b>Executive summary:</b>	Report of the informal working group on retail delivery.
<b>Related documents:</b>	Informal documents INF.16 (COSTHA), INF.34 (FEA) and INF.49 (COSTHA) and report ECE/TRANS/WP.15/AC.1/176 of the Spring 2025 session of the Joint Meeting.

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\* A/79/6 (Sect. 20), Table 20.6.

\*\* Circulated by the Intergovernmental Organisation for International Carriage by Rail (OTIF) under the symbol OTIF/RID/RC/2025/43.



## I. Background

1. The Council on Safe Transportation of Hazardous Articles (COSTHA) presented informal document INF.16 during the spring 2025 session of the Joint Meeting to request exemptions for local delivery of retail packaging containing dangerous goods. This request was supported by FEA in informal document INF.34. During discussion, most delegations were of the opinion that the proposed amendments to 1.1.3.1 needed further clarification and, on this basis, the Joint Meeting agreed to set up an informal working group (IWG) to resolve open issues and improve the proposal.

2. At the request of the Joint Meeting, COSTHA prepared terms of reference for the IWG as presented in informal document INF.49. The following terms of reference were endorsed by the Joint Meeting:

- (a) Define final stages of carriage to an end user;
- (b) Clarify the applicability of ADN and RID for the purpose of use during the final stages of carriage to an end user;
- (c) Review Austrian, British, Hungarian and Irish derogations to determine if there are provisions contained within that are applicable for the proposal;
- (d) Determine the scope of allowance providing areas that are acceptable to delegates during the first session;
- (e) Propose limitation measures to facilitate exchange of packages from the consignor to the carrier during the final stages of carriage to an end user;
- (f) Take into account any consequential amendments during the first session; and
- (g) Determine location of possible exemption (i.e., in 1.1.3.11 or in Chapter 3.4 and the applicable special provisions).

## II. Introduction

3. The IWG met three times virtually (14 April 2025, 16 May 2025, and 6 June 2025) via video conference on the mandate from the Joint Meeting to clarify proposed amendments to 1.1.3.1 of RID/ADR/ ADN, under the co-chairmanship of Ms. Julie Prescott (COSTHA) and Mr. Rick Bornhorst (COSTHA).

4. For the IWG, experts from 12 countries and 3 non-governmental organizations participated. It dealt with the following informal documents:

INF.16 (COSTHA), INF.34 (FEA) and INF.49 (COSTHA)

5. The IWG also reviewed existing derogations from Austria, United Kingdom, Hungary, and Ireland that allow retail delivery of dangerous goods in retail packagings to determine the scope of the exemption, necessary conditions, and operational limits.

### Terminology and definitions

6. The IWG discussed terminology and agreed that a definition should be used to describe operations eligible for retail delivery exemptions. On this basis, the IWG agreed to the term “retail delivery” and developed a new definition for inclusion in 1.2.1 of the RID/ADR. The definition includes delivery of consumer products by a retailer (consignor) or carrier to private individuals, in lieu of the private individuals taking immediate possession. In the definition, retail delivery is further limited to carriage from a local retail distribution centre or store to the final point of sale, collection, or receipt by private individuals.

7. There were some concerns expressed that inclusion of delivery to a “point of sale” in the definition could lead to misuse of the exemption. After discussion, the IWG agreed to retain the text to allow for delivery to smaller storefronts near the consumer. As a practical matter, retailers typically do not ask customers why they are purchasing a consumer product. Therefore, it would be difficult to implement and enforce a restriction on resale after delivery.

The IWG also reaffirmed that the operational limits proposed would be adequate to prevent misuse of the exemption (see paragraphs 17-19 below).

### **Scope of the exemption**

8. The IWG discussed which dangerous goods could be included in the retail delivery exemptions. The IWG agreed that dangerous goods eligible to be carried as limited quantities up to inner packaging limits specified in column 7(a) of Table A in Chapter 3.2 could be included. Dangerous goods in classes 1, 4.2, 6.2, and 7 are to be excluded. Per the guiding principles, these classes are generally not allowed in limited quantities. However, some exceptions do exist, and the IWG agreed that it would be clearer to add an exclusion statement as part of the exemption.

9. The IWG considered inclusion of dangerous goods conforming to special provisions 188, 400, and 666 of Chapter 3.3 in the exemption. In principle, these dangerous goods could be authorized because they are already conditionally excepted from RID/ADR. However, it was noted that special provision 400 does not have a battery size limit and special provision 666 is currently under revision. On this basis, the IWG agreed to only include small lithium and sodium batteries in retail packaging after removal from original outer packaging if they otherwise conform to special provision 188 paragraphs (a) through (e). The IWG agreed that inclusion of additional exemptions related to special provisions 400 and 666 could be considered for future work.

10. The IWG also considered inclusion of additional consumer products not authorized under the limited quantity provisions. For example, lighters are common consumer products that could also be eligible for retail delivery. Not enough information was available to determine appropriate thresholds (i.e., sizes and quantities) for inclusion of these consumer products in the exemption. As a result, the IWG agreed that these articles could be considered separately as part of future work.

11. The IWG discussed authorized modes of transportation and agreed that these retail delivery exemptions would be the most applicable under ADR (road) but recognized that there were some delivery scenarios (e.g., piggyback) where carriage under RID (rail) should also be authorized. On this basis, the IWG recommended inserting the same retail delivery definition and exemptions in both ADR and RID to keep them consistent. Mutual recognition of the retail delivery exemptions will help prevent frustrated shipments between modes and will also simplify training. The IWG briefly discussed ferry operations and were of the view that these retail delivery exemptions could also be extended to ADN (inland waterways), subject to further discussion as part of future work.

### **Packaging and packing**

12. The IWG discussed the suitability of retail packaging for the safe carriage of dangerous goods and agreed that some conditions would need to be applied to prevent spills and chemical exposure during carriage. The retail packaging must fully contain the dangerous goods and prevent release or activation. Additionally, retail packages containing dangerous goods must be packed in manner that prevents interaction with incompatible materials, excessive movement, shocks, penetration, release of free liquid, and inadvertent discharge during normal conditions of carriage.

### **Consignment procedures**

13. The IWG discussed marking and labelling of the retail (inner) packaging and agreed that it would not be necessary. The IWG noted that it is now required to have GHS hazard and safety statements directly on retail packaging to help protect consumers. In this respect, the retail packaging itself does not need any additional mark or label to advertise the hazard(s).

14. The IWG considered alternate marking and labelling requirements that could be applied to the delivery bag or box including the customer's name and contents. However, the IWG was of the view that such hazard communication would be "new" and would provide little value in terms of safety. Most individuals involved would not be aware that a consumer product contains a dangerous good or possesses a hazard by product/brand name alone. On

this basis, the IWG agreed to not include any additional marking and labelling requirements when retail packages are overpacked or consolidated for handling purposes.

15. The IWG also considered the need for driver awareness and the applicability of documentation (Chapter 5.4). The IWG agreed that full documentation would not be required; however, the driver must at least receive a notification or information from the consignor (e.g., retailer) that the retail delivery contains dangerous goods. The driver notification may take any form, but it must be traceable to verify that the driver was adequately informed prior to acceptance of the dangerous goods for retail delivery.

#### **Training requirements**

16. The IWG considered training requirements and agreed that all individuals involved with retail delivery of dangerous goods must be trained in accordance with Chapter 1.3. There were some concerns expressed that this may be a significant burden on industry given that many individuals involved with pick-n-pack delivery operations (e.g., at retail and grocery locations) are not trained and many of the drivers are also not trained. Others expressed the view that training must be a prerequisite, especially general awareness, function specific, and basic safety training. It was noted that the form and scope of the training can be different and, as written, Chapter 1.3 only requires that training be commensurate with an individual's responsibilities. Therefore, a simple reference to Chapter 1.3 is sufficient.

#### **Operational limits**

17. The IWG discussed potential operational limits that could help prevent misuse of the retail delivery exemptions and limit risk/exposure in the event of an incident. Limiting the maximum permissible mass of the vehicle itself was not considered to be a practical solution since many different types of vehicles may be used for delivery purposes. And limiting distance would be difficult to implement and enforce since many deliveries involve a single vehicle making multiple deliveries, throughout the day, over a single long local route.

18. After further discussion, the IWG agreed that limiting the amount dangerous goods in retail packaging per delivery to 30 kg and limiting the total gross mass of dangerous goods in retail packaging per delivery vehicle to 333 kg would be the most practical way forward. The single retail delivery limit was selected to be consistent with the limited quantities provisions of Chapter 3.4 where the gross mass of the package shall not exceed 30 kg. The limit of 333 kg total gross mass per vehicle was selected based on experience with using the per vehicle limits in existing derogations.

19. Some industry concerns were expressed about the practicality of implementing and enforcing "per delivery" and "per vehicle" mass limits. It was noted that most retail deliveries will be "mixed" where only a small portion of the retail delivery will be dangerous goods. The rest will be other non-dangerous consumer products or groceries. In such cases, it is likely that such a limit will never be exceeded on a retail delivery route but would still require implementation of some operational controls. In this respect, the IWG agreed that such limits would be adequate to prevent misuse of the exemptions without over burdening industry.

### **III. Proposals**

20. Insert new definition for retail delivery in 1.2.1 of RID/ADR as follows:

*"Retail delivery means a concluding segment of carriage where consumer products are delivered by a retailer (consignor) or carrier to private individuals, in lieu of the private individuals taking immediate possession. Retail delivery includes carriage from a retail distribution centre or store, or similar facility, to the final point of sale, collection, or receipt by private individuals."*

21. Insert new subparagraph (g) in 1.1.3.1 of RID/ADR as follows:

*"(g) The retail delivery of dangerous goods in suitable retail packagings provided it complies with the maximum quantity per inner packaging or article for limited quantities in accordance with Chapter 3.4."*

Additionally, lithium or sodium batteries, including when installed in or packed with equipment, may be carried in retail packagings without their original outer packagings when otherwise conforming to special provision 188 paragraphs (a) through (e).

The retail packaging or article shall fully enclose the dangerous goods and protect from inadvertent release or activation. Retail packagings or articles shall be packed in a manner that prevents interaction with incompatible materials, excessive movement, shocks, penetration, release of free liquid, and inadvertent discharge during normal conditions of carriage. Individuals who pack, prepare, and carry retail packagings and articles for retail delivery of dangerous goods shall be trained in accordance with Chapter 1.3. Before acceptance of retail deliveries for carriage, drivers shall be notified or informed in a traceable form that the delivery contains dangerous goods conforming to Chapter 3.4 and this paragraph. The total mass of dangerous goods in retail packagings that may be included in a single retail delivery shall not exceed 30 kg. Retail delivery of dangerous goods shall be limited to a total maximum gross mass of 333 kg per transport unit.

These exemptions do not apply to dangerous goods in classes 1, 4.2, 6.2 and 7.”

## IV. Future work

22. During the work of the IWG, some items could not be resolved due to time constraints, missing information, or pending decisions. Nonetheless, the IWG believes the amendments, as proposed (paragraphs 20 and 21 above), can be adopted “as is” and then refined, as needed, in future meetings.

23. The Joint Meeting is invited to note the following open discussion items that could be explored further in future meetings:

- (a) Exemptions for retail delivery vehicles when they are driven onto and carried on ferry vessels;
  - (b) Retail delivery of sodium-ion batteries excepted under special provision 400;
  - (c) Retail delivery of vehicles powered by lithium or sodium-ion batteries under special provision 666; and
  - (d) Retail delivery of other dangerous goods currently not permitted in limited quantities that are often available at retail locations including lighters, matches, small butane cylinders, small fire extinguishers, marine batteries, flares, and emergency kits.
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