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## We are where you need us

Choose the right partner for air,  
sea, land transport, logistics and IT.  
130 offices. 40 countries.

we take it personally | transport + iLogistics | [www.cargo-partner.com](http://www.cargo-partner.com)

## General terms

### Applicability

Subject to the business undertaking of the General Terms and Conditions GTC (General Terms and Conditions) as well as in accordance with trade practices, norms and usances and in accordance with the laws, by-laws and legal regulations of the competent authorities in the Republic of North Macedonia are applicable to all logistics, forwarding and transport services provided by cargo-partner. The general terms and conditions of the contractual partner only apply if and to the extent that they have been expressly confirmed in writing.

### Offers, Information

Offers are based on the current rates, tariffs and exchange rates and are non-binding until each respective single transport order has been confirmed by cargo-partner with the corresponding transmission of the AWB for Airfreight according to Warsaw Convention. The offers are confidential and exclusive to the respective recipient. In the event of unauthorized disclosure of information to third parties, a contractual penalty of 10,000 euros may be claimed (which does not affect the right to claim compensation for further damage). When making an offer, cargo-partner is not obliged to re-check the information of the principal. All offers are based on unverified information and may change due to the actual characteristics of the goods (e.g. dimensions, hazardous materials, etc.). The principal must indicate possible risks or legal prohibitions in relation to his goods (e.g. export/import barriers, intellectual property rights, etc.) and is liable for all damages in this regard. In case of legal uncertainty or risks (including lack of insurance coverage), cargo-partner is not obligated to perform or continue to perform the services.

All offers made by CP are based on current tariffs, exchange rates, payment and transport conditions and are without engagement, i.e. non-binding until the conclusion of the contract (confirmation of the respective individual order by CP). All offers are subject to accessible and calculated transport routes. The prices offered are subject to available shipping space, cargo space as well as empty containers. All surcharges quoted are valid until revoked and subject to the introduction of further surcharges. All freight rates quoted are only valid for shipments with partners of the contractor. Carriers are selected at the discretion of the contractor. Due to the significant daily fluctuations regarding the price of diesel the contractor's offer is based on the variable average price for diesel according to the EU Commission's Oil Bulletin (Weekly Oil Bulletin (europa.eu)) on the day the offer is submitted. The contractor therefore reserves the right to add surcharges on account of rising diesel prices. All surcharges mentioned are valid until revoked and subject to the introduction of further surcharges. Standing fees, handling costs, detention and usual surcharges (e.g. BAF fees etc.) are not included in the freight price and will be charged separately according to the expenses incurred. Demurrage and detention rates to be charged in individual cases can be found under the following [link](#), which are always considered as bindingly agreed, and, therefore, do not require any proof for settlement, unless the parties have agreed otherwise. Transport restrictions, in particular those that occur after the goods have been dispatched, may result in additional costs (i.e. berth fees, diversion costs, cargo handling charges, etc.) and will be invoiced according to the time and effort involved. Such costs are not included in the offer/freight price.

Information on delivery times and –dates, customs duties, charges, taxes and the like are non-binding.

## **Taking over of goods, loading, performance of services**

Upon receipt, cargo-partner is not obligated to check the goods for damage, flaws or defects, i.e., appropriate packaging for transport (except for apparent damage). In particular, in air transport, additional checks of shipments may be necessary, including the opening of individual shipments. In the event that cargo-partner is engaged in carrying out such checks, it is only liable in the event of gross negligence or intentional misconduct.

Cargo-partner has the right to issue and publish freight documents and in this case acts on behalf and at the risk of the principal or the representative of the director. In case of delay, the principal may be invoiced for costs.

Cargo-partner will submit legal remedies (e.g. in the case of customs decisions, confiscations, etc.) only in the case of explicit and reasoned instruction and after providing appropriate evidence as appropriate.

Ocean or house bills of lading sent to the shipper or other parties designated by the shipper are considered to have been duly delivered at the time of dispatch and the risk of loss or delay of such documents in transit is borne by the shipper.

## **Payments, Accounting**

All mentioned rates are exclusive of VAT or other taxes or duties. Unless otherwise agreed in writing, invoices are due upon receipt. In the case of agreed payment terms, cargo-partner may subject the performance of further services to non-excess of independently set credit limits. Invoice claims must be submitted to cargo-partner in writing within 14 days together with the complaint protocol, otherwise the invoice is deemed to have been fully accepted. In the event of late payment, the principal amount must include interest and all claim costs.

## **Loading equipment, Containers**

All loading equipment, especially containers, must be returned undamaged, clean and free of fixed labels, markings and numbers or contamination. Any costs incurred due to non-compliance will be invoiced to the ordering party. The exchange of pallets, boxes or any other means of loading will be carried out by cargo-partner only upon separate written agreement. The quotation is valid up to a maximum cargo value of 250,000 USD per container or 1,000,000 USD per bill of lading - higher cargo values are subject to approval for acceptance of a transport order.

## **Insurance, Liability**

PLEASE NOTE: There is no automatic transport insurance! In many cases, the obligations of the carriers are limited or excluded. The liability of cargo-partner is according to the AÖSp and in no case exceeds the limits of the applicable transport conventions (e.g. MC, WC, CMR, CIM, Hague Rules), the applicable B/L-Conditions, the AWB conditions (see [www.iata.org](http://www.iata.org), search for "resolution 600b") or the conditions of the respective subcontractors. Please note the limitations of liability in the event of a ban on arranging SVS insurance! Notwithstanding Article 51 point b of the AÖSp, cargo-partner's liability for air transport under the Montreal Convention (MC) is limited in accordance with Article 22 MC. Regardless of the agreed air or sea freight, (part of) the transport may be provided as land transport. Information on the value of the goods in transport orders, invoices, bills of lading or other documents, in the absence of explicit written approval from cargo-partner, does not increase the obligations. Cargo-partner will never accept increased obligations

without an explicit written agreement. If required, cargo-partner will arrange transport insurance (premium, purchase, handling), covering in the event of damage/loss up to the full value of the cargo. However, this will only be carried out upon explicit written order, based on the "Allgemeine Österreichische Transportversicherungsbedingungen" in the current version. Our offer includes the premium paid to the insurer and our fee for insurance on the purchase and handling.

By delivering your cargo to a cargo-partner for carriage, you declare that you have verified the weight of the cargo in accordance with the applicable SOLAS regulations regarding "Confirmed Gross Mass" effective from 1 July 2016 (available at [www.imo.org](http://www.imo.org)) and indemnify cargo-partner, its agents and partners from any and all damages resulting from incorrect weight specification, including but not limited to penalties due to excess of maximum tonnage, damage/delay due to unloading of third party consolidated cargo or delay in loading the ocean vessel.

## **Data protection and privacy**

When engaging cargo-partner, the client agrees that his personal data will be processed and stored electronically within the cargo-partner group for the purpose of executing their orders, as well as complying with legal obligations. The data will be treated as strictly confidential and will not be transferred (ceded) to third parties unless this is necessary for the proper performance of the relevant service. In case of questions, please contact [DataProtectionOffice@cargo-partner.com](mailto:DataProtectionOffice@cargo-partner.com).

## **Miscellaneous**

The invalidity of individual provisions of these Terms shall not affect the validity of the remaining provisions. The failure (single or repeated) to insist on or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. For all contracts with cargo-partner, the law of the Republic of North Macedonia shall apply without rules on conflict of laws. The place of jurisdiction shall be Skopje at the choice of cargo-partner, the competent court in the relevant branch of cargo-partner or any other legally permitted court.

## **Important**

The consequences of the CORONAVIRUS situation, force majeure (acts of God) can and often will cause additional costs, such as handling/documentation, delays (border detention!), temporary storage and/or special distribution requirements, cargo-partner will not be liable for any delays or other negative consequences that may arise as a result of the COVID-19 pandemic. Government guidelines/restrictions may affect the feasibility of rail and road transport orders. There is a potential risk of confiscation of medical protective equipment under the jurisdiction of individual countries, the situation can change quickly and without notice. Road blockades/border stations/gate closures may cause delays in delivery and result in additional costs, such as damage to containers and trucks, storage costs or others. Any such additional costs must be paid by the customer/owner of the cargo. Cargo partner will take all measures within its capacity to ensure a continuous flow of goods and keep its customers' supply chains up and running.

## **Middle East Disclaimer**

The current geopolitical situation affecting the Middle East, including Iran, results in severe disruptions of the supply chain throughout the world. cargo-partner shall not be liable for any delays or other negative consequences which may arise as a result thereof. Governmental instructions/restrictions may impact the feasibility of transport orders by air/sea/rail and road. Blockades or closures of shipping routes/ports/airports/roads/border stations/gateways/shortage of reefer plugs or other infrastructure may cause the rerouting of the cargo including the unloading in emergency ports or other delays in delivery

and result in additional costs like storage, demurrage, detention, congestion surcharges or others. Any such additional cost must be paid by the principal/cargo owner. Disruptions including but not limited to airspace, border or port closures as well as the cessation of transport connections constitute a significant change of the economic environment and entitle cargo-partner to corresponding price adjustments or termination of the contract without incurring any liability. Therefore our prices are strictly based on today's available connections (flights, ship departures). Should connections relevant to our services be permanently or temporarily cancelled by the respective airline/shipping line, such cancellation may either affect our ability to provide the service offered or result in space shortage and a significant increase in general freight rates. In such a case, we therefore reserve the right to refuse or to terminate the transport order without incurring any liability.

**BE OUR WHISTLEBLOWER:** If you are aware of any type of **wrongdoing, violations or illegal actions**, please report it by indicating it to the contact person Dragana Radosavljevikj: [whistleblowing.mk@cargo-partner.com](mailto:whistleblowing.mk@cargo-partner.com), phone: +389 71 416 226 (available from 08:00-17:00 GMT+2)

If the report is against the contact person Dragana Radosavljevikj, it can be reported confidentially using one of the available channels.

Web URL: [www.cargo-partner.com/environmental-social-and-governance/governance/whistleblowing](http://www.cargo-partner.com/environmental-social-and-governance/governance/whistleblowing)

E-mail: [whistleblowing@cargo-partner.com](mailto:whistleblowing@cargo-partner.com)

Phone: +381 63 59 11 46 (available from 08:00-18:00 GMT+2)

We encourage you to speak up because **WE TAKE IT PERSONALLY!**

cargo-partner is banned by the CE Board for any goods to/from Russia – directly or indirectly or with knowledge of the same!

CARGO-PARTNER LOGISTICS DOOEL Skopje

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